

ATTACHMENT J.4.7

COLLECTIVE BARGAINING AGREEMENT BETWEEN FDF AND FAT&LC

3/1/98

AGREEMENT

This Agreement is made and entered into this 1st day of March 1998 by and between Fluor Daniel Fernald, its successors, assigns, or any successful bidding operator, hereinafter called the "Company" and the Fernald Atomic Trades & Labor Council, AFL-CIO, hereinafter called the "FAT&LC."

The Company and the FAT&LC recognize and agree that this Contract is meant to be binding upon any successor contractor at this facility. In the furtherance of that principal, the Company will immediately upon learning that its contract with the Department of Energy is being put out to bid and after ratification of this agreement, notify all prospective bidders that there is a Collective Bargaining Agreement in effect; that it is intended to be binding upon any successor employer, and to provide the prospective contractors copies of the current Bargaining Agreement, the insurance plan and contract, and the pension plan.

ARTICLE I
APPLICATION AND PURPOSE OF AGREEMENT

SECTION 1-1: Application.

This Agreement applies to the Fernald Project of the United States Department of Energy, located at Fernald, Ohio, operated by Fluor Daniel Fernald, its successors, assigns or any successful bidding operator, and is limited to personnel as hereinafter defined, employed by the Company at said location.

SECTION 1-2: Purpose.

The purpose of, and consideration for, this Agreement is to provide orderly relations between the Company and FAT&LC, to secure prompt and equitable disposition of grievances, and to establish fair wages, hours, and working conditions for the employees in the bargaining unit.

SECTION 1-3: Discrimination.

The Company and FAT&LC reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, creed, color, sex, age, national origin, physical or mental disability, or because an employee is a disabled veteran or a veteran of the Vietnam Era, as these terms are used in applicable Federal Statutes including the Americans with Disabilities Act. There shall be no discrimination, interference or restraint by the Company against any employee because of membership or activity on behalf of the FAT&LC.

SECTION 1-4: Pledge of Parties.

The intention of this Agreement is to establish harmonious relations between the Company and FAT&LC and its membership and to promote the general welfare of the Company and the employees. It is recognized that the harmonious relations desired can be established and maintained if both parties apply themselves to the achievement of this objective. Both parties agree to abide by the letter and intent of the Contract as negotiated.

Furthermore, in an effort to continually enhance understanding of this Agreement, the Joint Labor Management Committee agrees to jointly participate in periodic contract interpretation and implementation discussions and to establish a training program designed to enhance the relationship between supervisors and FAT&LC union stewards.

ARTICLE II

RECOGNITION AND SCOPE OF THE AGREEMENT

SECTION 2-1: Union Recognition.

The Company recognizes the FAT&LC as the sole and exclusive collective bargaining agent in all matters concerning wages, hours and working conditions for all hourly-paid production, maintenance, and service employees, excluding all office and clerical employees, guards, professional employees and supervisors as defined in the Act and as certified in the National Labor Relations Board's Certification, Case No. 9-RC-1563 dated July 10, 1952. The term "employee" as used herein shall mean any person represented by the FAT&LC as defined in this section.

The recognition of FAT&LC as the exclusive bargaining representative of the employees in this unit shall continue throughout their employment including periods when they are assigned to tasks related to closing the facility and reclaiming the site.

SECTION 2-2: Geographical Scope of the Agreement.

This Collective Bargaining Agreement shall apply to all work performed by FAT&LC represented employees of the FEMP site and all off-site work to which they are assigned by the Company as referenced in Memorandum of Agreement No. 1. The FEMP site is the approximately 1100 acres in Butler and Hamilton Counties formerly known as the Feed Materials Production Center or Fernald Project of the United States Department of Energy, located at Fernald, Ohio and all locations occupied and/or operated by the Company, its successors, assigns, or any successful bidding operator and is limited to represented employees of the FAT&LC and employed by the Company at said locations.

SECTION 2-3: FAT&LC Scope of Work.

The scope of work covered by this Agreement, as more fully set forth in the Memoranda of Agreement Nos. 1, 2, and 3 between the parties, and shall consist of the following:

- All off-site work associated with the FEMP
- Certain remedial waste treatment and disposal
- Safe Shutdown
- Characterization/media sampling (excluding work currently being done by Fluor Daniel Fernald salaried technicians)
- Gross decontamination
- Packing/shipping waste
- Operate, maintain and service permanent facilities
- Disposition of low specific activity (LSA) waste
- Routine maintenance asbestos abatement program
- All maintenance activities, production activities and service activities
- Free release decontamination at central processing plant
- Size reduction of material and equipment customarily done by FAT&LC

The parties also recognize that there may be additional work activities not specifically described herein which the Company may decide to assign to the FAT&LC. As future environmental remediation and restoration work is identified and is not contractually committed to under this Collective Bargaining Agreement, the Company and the FAT&LC will discuss the assignment of this work through the Joint Labor Management Committee, then, only if necessary, through a neutral facilitation process.

The work described in this section excludes functions outside the scope which are performed by employees paid by subcontractors.

The Company agrees to maintain a workforce in sufficient numbers to assure that all the work defined in Article II, MOA No. 2, and work that may be determined to belong to FAT&LC pursuant to the process identified in MOA No. 3, can be performed by employees from within the Bargaining Unit. Any action taken by the employer that creates adverse conditions or irrevocable harm to the employees in the Bargaining Unit shall be subject to the provisions of Article VIII.

ARTICLE III

STABILITY OF EMPLOYMENT

SECTION 3-1: Probation.

A person hired shall be a probationary employee for 90 calendar days. The Company may discharge for just cause such probationary employee at the Company's discretion.

SECTION 3-2: Assignment of Work.

Although the parties understand that layoffs may be caused by a variety of factors, there shall not be layoffs because of the use of this article permitting flexibility in the use of employees. Moreover, to promote stability of employment and to increase employment opportunities for employees, the parties direct that all provisions of this agreement be interpreted to permit optimum flexibility in assigning work.

Work by represented employees will be performed by four (4) work groups entitled Hazardous Material Maintenance, Abatement & Decommissioning Regulatory Technician Group (HAZMAD), Hazardous Material Transportation Group (HAZMAT), Hazardous Waste Technician Group (HAZWAT), and Utilities Environmental Technician Group (UET). The job classifications contained within each of these work groups are identified in Appendix C. The Company shall notify the FAT&LC of the identified work scope, manpower needs, and projected start and end dates of new assignments. Each workgroup's assignments are defined in Article XVII, Section 17-5 and illustrated in Appendix C.

SECTION 3-3: Training.

The parties jointly recognize the critical importance of training to the success of the Project and will cooperate to the fullest extent in establishing, supporting and seeking government and/or other assistance or grants for all appropriate training programs through the Career Training Committee (CTC) for work performed at the FEMP site.

The Company is fully committed to provide training and re-training for the FAT&LC bargaining unit. FAT&LC and the Company will participate in the general planning and development of work related education and training programs. These training programs and work force restructuring activities will be developed in the spirit of 3161 (Defense Authorization Act) and in accordance with DOE Order 5480.20 (Personnel Selection, Qualification Training, and Staffing Requirements at DOE Reactor and Non-reactor Nuclear Facilities).

Identification of core tasks and related requirements for specific job classifications will be determined by the Company in conjunction with FAT&LC. New equipment and technology will require analysis and potentially new task requirements to be added to existing core task requirements. These new requirements will be determined by the Company in conjunction with FAT&LC.

Qualification of persons within a specific job classification will be based on qualification standards which will be in accordance with analyzed tasks, DOE Order 5480.19 (Conduct of Operations

Requirements for DOE Facilities), and determined by the Company in conjunction with FAT&LC. The Company should conduct job analysis as required by the DOE approved 5480.20 matrix and as new equipment/technologies dictate. Personnel will receive a FEMP certification card when they satisfactorily complete the qualification core task requirements of a job classification. All personnel would be provided equal opportunity to qualify on all core tasks within their job classification.

SECTION 3-4: Skills and Competency.

The Company shall have the right to determine the qualifications needed for all future job assignments and the competency of the employees selected and shall have the right to determine the number and classifications of employees required for such assignments. The Company agrees to discuss these matters with FAT&LC prior to implementation of the program. Consistent with industry standards, the Company shall have the right to establish minimum competency, skills, job duties, responsibility and training requirements for all existing job assignments and to determine whether employees currently holding those jobs meet those requirements. The FAT&LC agrees to jointly cooperate and participate in the development and implementation of these programs and the Company agrees to establish a program to assist employees who do not meet the minimum requirements of their job to acquire the necessary competency, skills and training. The Company reserves the right to reassign any employee who does not meet the minimum competency, skill or training requirements of the job assignment in a reasonable period of time, but does not restrict the Company from considering other alternate measures.

SECTION 3-5: Certification.

The Company agrees to institute employee certification programs. The Company and FAT&LC agree to jointly develop and implement such programs. The Company agrees to encourage FDF employees to participate in the Fluor Daniel certification program. Employees on site who successfully complete the Fluor Daniel certification program are eligible to become Fluor Daniel certified employees. Fluor Daniel certified employees receive a hiring preference on subsequent Fluor Daniel jobs. Although Fluor Daniel certification does not guarantee placement or hiring at a subsequent job site, in the event there are openings in the craft applied for, and the applicant possesses the required skills and abilities for any job applied for, Fluor Daniel certified employees are hired over non-Fluor Daniel certified applicants. FDF employees will be notified of job sites which are hiring and/or for which applications are being accepted in accordance with the same practices and procedures followed at other Fluor Daniel job sites. There will be a job opportunity book made available to the employees. This book will be updated with current openings monthly. The book will be located at the on-site Career Development Center (CDC) for viewing by the employees.

Employees required to obtain a license or certification/re-certification to operate Wastewater Treatment plants or Water Treatment plants, will be provided such training, time for such training, and all transportation cost and related cost for such training by the employer.

SECTION 3-6: Job Classifications.

The Company will provide the FAT&LC with copies of the descriptions of those job classifications

covered by this Agreement and agrees to give the FAT&LC the opportunity to offer suggested changes during the preparations of such job descriptions before they become effective.

Section 3-7: Future Employment Opportunities.

The Company and FAT&LC will pursue identifying opportunities for employees to further their education and/or training to enhance their potential for other employment opportunities. This joint participation will develop such opportunities through the Career Training Committee (CTC) under its established charter and will include the Career Development Center (CDC).

ARTICLE IV

SAFETY AND HEALTH

SECTION 4-1: Employer Responsibilities.

A. The Company and the FAT&LC recognize the need for both parties to participate in the development and implementation of practices that will:

1. ensure that worker health and safety concerns are fully considered
2. be such that the Company provide and guarantee an open environment in which employees may freely express concerns without fear of reprisal, harassment, and/or retaliation
3. allow workers and their representatives access to needed/requested information to include, but not limited to, all occupational injuries, illnesses, medical surveillance, industrial hygiene, and radiological monitoring relative to safety and health aspects of their work environment
4. define exposures in a manner which can be consistently applied and clearly understood.
5. provide for the prevention and early detection of work-related disease.

B. It shall be the ultimate responsibility of the Company to ensure the safety and health of the work force, and to accomplish that objective the Company shall operate in accordance with safety, health, and radiation standards based on recommendations by the International Commission on Radiological Protection (ICRP) as may be established by the Department of Energy, the Occupation Safety and Health Administration, or any other agency ultimately designated by the United States Government to establish standards applicable to the Fernald Project. The Company has adopted, and will continue, to follow the ALARA (As Low As Reasonable Achievable) principle regarding radiation exposure.

The Company recognizes that the dose limits in the ICRP's most recent recommendations (ICRP-60) are incorporated into the DOE's Radiological Control Manual, and agrees to comply with that document and successor DOE guidance except exemptions as granted by the DOE. The Company agrees not to seek exemption from the dose limitation features in the DOE Radiological Control Manual.

C. No employee shall be discharged, disciplined, or suffer reprisal for bringing safety and health concerns to the attention of DOE, the Company Management, FAT&LC Representatives, outside investigators, attorneys, physicians, or the media. It is agreed that an individual who brings such matters to the attention of outside persons will provide the same information or

concerns to the Company, through the FAT&LC representatives to the Executive Health and Safety Committee, consistent with the Company's ultimate obligation for health and safety.

- D. For the purpose of this entire Article, the FAT&LC's role in safety and health matters is strictly advisory, and the FAT&LC, its affiliated International Unions or Local Unions, and their respective officials and agents, shall not be made liable for any work-related injuries, disability or diseases incurred by employees or injuries or diseases to the families or acquaintances of the employees.
- E. The Company and its agents, when considering the design or modification of equipment in the facility, shall limit exposures to hazardous materials by the use of engineering controls.

SECTION 4-2: Worker Protection.

The Company and FAT&LC recognize and agree that our goal in worker protection is to continually strive to eliminate unnecessary occupational exposures to individual workers and the total worker population. Each of us, as employees, must recognize our individual and collective responsibility to insure that every activity at the FEMP involving exposure to hazardous materials is planned and performed so as to achieve the goals of ALARA.

In accordance with the Company's commitment to this principle regarding occupational exposure, the Company will make every effort to keep worker exposures as low as possible.

To further this goal, the Company will establish annual goals for the purpose of eliminating internal and external exposures for the total workforce. These goals will be designed to continually improve worker protection.

It shall be the Company's responsibility to provide hazardous materials protection training to make employees better aware of the principles of personal protection as well as help employees understand the Company's programs, procedures and practices relating to worker protection. The Company shall provide and shall strive to continually improve engineering and hazardous materials controls for worker protection.

It shall be the Company's responsibility to establish work practices that are protective of worker health for working in hot or cold environments. These practices shall comply with applicable DOE and OSHA requirements, or standards published by other organizations (such as the American Conference of Governmental Industrial Hygienists [ACGIH]) that have been adopted by reference by DOE.

Consistent with the intent of Article IV, Section 4-1 of the current Agreement, annual goals, planned hazardous material protection procedures, training and other pending programs and practices relating to worker protection shall be presented to the Company and FAT&LC Negotiating Committees so that the Company and FAT&LC will jointly participate in the development and implementation of these items, clearly understanding them and fully considering input and concerns.

To help implement the above statements of intent, the Company shall provide for training of employees prior to work assignments where hazardous materials can be encountered.

Furthermore, in addition to the designated representative of the FAT&LC referred to in Article IV, Section 4-6 (C) of the current Agreement, the Company shall train a sufficient number of bargaining unit employees in the use of radiation detection equipment so trained employees shall be available on all shifts to monitor and verify radiation detection equipment readings reported by Company Radiation Technicians when so requested by employees.

SECTION 4-3: Disagreement on Hazards of Assigned Work.

- A.** A worker who is given a job assignment which he or she reasonably and honestly believes to be abnormally dangerous due to potential hazards shall immediately notify his or her supervisor of the concern. The supervisor will immediately investigate the matter and determine whether the employee's concerns are justified, and, if so, whether those concerns can be eliminated by immediately available administrative controls, engineering changes or personal protective equipment. If agreement between the supervisor and employee is not reached, the nearest FAT&LC Safety Representative or Steward (if no Safety Representative is available) and a Company Health and Safety Representative shall be summoned for discussion. If agreement between the Company and FAT&LC Representatives is not reached, the supervisor may elect to perform him/herself, or through other means, those aspects of the work about which the employee is concerned, but in no event can those other means include other bargaining unit personnel who express a preference not to perform such work.
- B.** A worker who declines to perform assigned work as provided in (A) of this section will not be disciplined but will instead be reassigned to other available work, and will retain his or her regular rate or a higher rate if applicable, while it is performed by either the supervisor or those other means which he or she determines; and the employee will be returned to the job when the specific aspect of the work about which the employee was concerned has been completed.
- C.** If the employee's concern was about an aspect of the job which cannot be resolved by the supervisor having the work performed in another manner, then the matter shall be referred to the Joint Executive Safety and Health Committee for consideration during the following business day. If the Joint Executive Safety and Health Committee is unable to resolve this matter, and the FAT&LC elects to protest the Company's decision regarding the assigned work, then the parties shall arbitrate the matter within (5) days of the Company's final decision. The arbitrator shall be selected by alternately striking names from a pre-selected panel of arbitrators who have agreed to be available on short notice to consider such disputes, and the matter will be heard by that arbitrator and a decision rendered from the bench. If the Company's position is rejected, the Company shall bear all costs for the arbitrator; if the FAT&LC's position is rejected, the costs shall be shared equally between the two parties.
- D.** If either the Company or the FAT&LC disagree with the bench decision, the matter may be

considered through the grievance procedure. However, both parties shall agree to comply with the initial decision while the matter is pending in the regular grievance and arbitration procedure.

SECTION 4-4: Safety and Health Committees

A Joint Executive Safety and Health Committee

1. The Company and FAT&LC shall each designate five representatives to a Joint Executive Safety and Health Committee. Joint monthly meetings shall be conducted and joint minutes will be prepared and made available to all employees. In addition, at either party's request, meeting can be held to expedite safety and health issues.
2. The Joint Executive Safety and Health Committee shall be the designated forum for the exchange of information or request for information identified in this Article or made subsequently by the FAT&LC.
3. Time needed by the FAT&LC designates to the Joint Executive Safety and Health Committee to perform work on meetings or other matters relevant to the performance of their duties on the Committee and which is undertaken during regular working hours, shall be considered as hours worked for purposes of compensation by the Company.
4. The FAT&LC representative to the Committee shall be permitted access to or provided with copies of documents related to the workplace safety and health of bargaining unit employees, subject to any modification necessary to remove personal identifiers. These records include, but are not limited to, monitoring results, exposure records, timely notice of unusual occurrences and accidents and reports thereof, and OSHA inspections and NIOSH health hazard evaluations.
5. The FAT&LC representatives to the Joint Executive Safety and Health Committee may make specific written recommendations for improving health and safety conditions. The Company shall respond in writing to the FAT&LC recommendations within thirty (30) days of their receipt by the Company.
6. The FAT&LC representatives to the Joint Executive Safety and Health Committee shall have the right to call the facility consultants or authorities to conduct examinations, investigations, measurements or tests related to the safety and health of bargaining unit employees. It is agreed that any recommendations shall be promptly shared with the Company, and that access to the facility shall be consistent with the considerations applicable to all visitors.
7. The FAT&LC representatives to the Joint Executive Safety and Health Committee may initiate grievances on behalf of all or part of the bargaining unit and which arise

from disputes related to the Health and Safety articles of the Contract. Grievances filed by FAT&LC representatives to the Joint Executive Safety and Health Committee shall be initiated at the third step of the regular grievance and arbitration procedure.

B. FAT&LC/Management Safety Committee

1. In addition to the Joint Executive Safety and Health Committee, a meeting shall be held monthly by the President and Vice President of the Council, Company representatives, and the FAT&LC Safety Committee Members, such FAT&LC Committee Members are not to exceed twenty-five (25) in number.

SECTION 4-5: Workers Right to Know.

- A. The Company and/or its agents are responsible for providing all training and information necessary for workers to understand the hazards associated with the performance of their jobs, including timely notice of any new or additional chemicals, procedures, operations, products and equipment which are introduced into the work place.
- B. The Company and FAT&LC shall provide prior notice to each other of any scientific, medical or statistical studies, and any program of medical or biological testing of the hourly workforce, or of blood, hair, urine or other excreta, or of tissue samples, organs or bodies of hourly workers. Such notification will include a discussion of protocols and preliminary and final results of such studies or programs.
- C. Employees shall be freed from normal job responsibilities as necessary to enable them to participate in training required by the Company for the safe performance of their respective jobs, without loss of seniority or other benefits for time spent in such health and safety training.
- D. Nothing in this Article shall be construed to waive, limit or supplant the union's legal or administrative rights of access to information, including, but not limited to, access rights specified in the National Labor Relations Act.
- E. Employees shall be provided copies of medical and exposure records to include but not limited to all occupational injuries, illnesses, medical surveillance, industrial hygiene, and radiological monitoring relative to the safety and health aspects of their work environment within ten (10) working days of receipt by the Company of the employees request. Employees may designate the FAT&LC to receive copies of their medical and exposure records, and the records will be delivered within ten (10) working days of receipt by the Company of an individually completed authorization by the employees. If a group of individual requests are received simultaneously, the Company shall advise the FAT&LC if additional time will be necessary to provide the information. This agreement does not prejudice the employee's or FAT&LC right of access to medical and exposure records under O.S.H.A. Access Standard

1910.20. Modifications to the medical and exposure request form will be made upon mutual agreement by the parties.

SECTION 4-6: Workplace Monitoring.

- A. The Company shall conduct routine monitoring of air contaminants, noise levels, or other environmental conditions which may pose potential hazards to employees.
- B. The Company shall maintain a regular program of workplace monitoring which will include monitoring performed prior to entry into vessels or enclosures. In addition, the Company shall perform additional monitoring and sampling upon receiving request by either individual employees or the FAT&LC Safety Representatives.
- C. The Company shall train a designated representative(s) of the FAT&LC in the use of radiation monitoring equipment, and will make available to that individual monitoring equipment which will allow the FAT&LC representative(s) to conduct monitoring concurrently with the Company Health and Safety Representatives if the employee so requests and the FAT&LC representative is available and concurs.

SECTION 4-7: Periodic Physical Examinations.

- A. Standards and requirements for special health examinations and health monitoring of employees who work in jobs involving specific physical, chemical, or biological hazards shall be in accordance with applicable OSHA/DOE standards. Required physical examinations shall be performed annually for all employees who fall in the Medical Surveillance program per DOE Order 5480.8A or other applicable regulations.

All other employees will receive physical examinations based on the following schedule:

Age 45 and over	-- Annually
Age 44 and younger	-- Every other year

A fundamental purpose of these examinations is to provide employees with the periodic assessment of their health. Accordingly, all components of the comprehensive examination shall be included, as well as other preventive health measures such as health-risk appraisals or wellness counseling as authorized by the Site Medical Director.

Results of tests performed during the examination shall be provided to the employee after the results are available to the physician, and the physician will discuss with the employee the results of the physical examination.

- B. Employees shall have a continuing opportunity to meet with a Company physician or other Company health professionals to discuss the results of physical examinations, exposure sampling or monitoring directly related to the employee.

- C. Respirator fit testing shall be provided to all employees who are required to use a respirator or other breathing apparatus.

SECTION 4-8: Safety Equipment.

The Company shall provide and maintain where necessary or required, and without cost to the employees, the following personal protective equipment to those employees required to work in the controlled/contamination area:

- Safety glasses (including respirator and/or prescription safety glasses)
- Steel-toed leather safety shoes/boots
- Coveralls
- Underwear and socks
- Towels
- Winter coats and gloves
- Anti-contamination clothing
- Dosimeter badge
- Hard hat

The Company shall provide and maintain where necessary or required, without cost to employees, the following personal protective equipment to those employees who do not work in controlled/contaminated areas:

- Safety glasses (including respirator and/or prescription safety glasses)
- Steel-toed leather safety shoes/boots
- Winter coats, gloves, Carharts
- Hard hat

The Company shall reimburse the employee should any personal clothing or property become contaminated.

SECTION 4-9: Absences due to Occupational Illnesses or Injuries.

It is agreed that absences related to occupational injury or illnesses shall not be used for disciplinary purposes when the absence is supported by the treating physician's statement supporting the specific absence.

SECTION 4-10: Safety Performance Standards.

The parties agree that all Safety Standards and provisions will be enforced in a uniform manner across the site. Approved exemptions made by the Functional Area Manager of Safety & Health to the standards will be applied uniformly at the FEMP. Copies of any approved exemptions will be supplied to FAT&LC within a timely manner (24 hours).

SECTION 4-11: Document of Authority.

Article IV of this contract is recognized as the document of authority for workplace safety and health.

The Company's Safety and Health Plan and the Radiological Control Manual serve to support Article IV.

SECTION 4-12: Substance Abuse Program.

The Company and FAT&LC have jointly discussed and recommended changes to the current Substance Abuse Program (SAP) outlined in FDF Policy HR-144. At this time, the Company is in the process of obtaining any approvals, as may be required, and implementing the revised SAP. Both parties recognize the requirement to comply with both the Department of Transportation and the Department of Energy regulations governing the SAP. The Company and FAT&LC agree to discuss other proposed changes to the SAP in the future, if needed.

ARTICLE V

MANAGEMENT RIGHTS

SECTION 5-1: Rights Retained.

The Company retains the customary rights of management which shall include, but not be limited to:

- A. The right to select, assign and direct the working forces;
- B. The right to determine job content;
- C. The right to establish job qualifications and to determine qualifications of employees consistent with Article III;
- D. The right to subcontract consistent with Article VI, and Memorandum of Agreement 5;
- E. The right to adopt and enforce reasonable rules and regulations for efficient operations;
- F. The right to discipline or discharge employees for reasonable and just cause; provided that the exercise of management rights shall not conflict with the provisions of this Agreement, including use of the Grievance and Arbitration procedure.

SECTION 5-2: Methods and Productivity.

The Company may utilize any methods or techniques needed for this project and there shall be no limitations or restriction on work, the use of precast, prefabricated, preassembled devices, nor shall there be any limitation upon choice of materials, design or technology.

SECTION 5-3: Vehicles.

Company managers, supervisors and technicians may drive pick-up trucks, automobiles, and carts.

SECTION 5-4: Scientific Personnel

Scientific, research and development personnel may perform manual work on subjects essential to effective completion of standardization. When such work is standardized to the Company's satisfaction, FAT&LC represented employees will be trained and certified to operate such processes. It is understood and agreed that no provisions of this Section shall be utilized for the purpose of depriving the employees within this bargaining unit of their scope of work, including new technology or processes to be developed.

SECTION 5-5: Work Performed by Supervisors or Technical Personnel.

Supervisory or Technical Personnel shall not do non-supervisory work which will deprive bargaining unit employees of work customarily performed by them. This does not prevent supervisory or technical personnel from performing necessary functions of instructions or assistance to employees,

from being trained for the competency in the operation of the process, or from temporarily operating for purpose of determining the operating characteristics of new or revised equipment or processes, or in an emergency or for experimental purposes.

ARTICLE VI

PROJECT LABOR POOL

SECTION 6-1: Project Labor Pool.

The Company shall maintain a project labor pool to ensure that the proper skill mix of FAT&LC workers are available when needed for activities on the site. The project labor pool encompasses work covered under Article II, Section 2-3 "scope of work" regardless of whether the work is performed by the Company or a subcontractor, as outlined in the Memorandum of Agreement on Subcontracting (reference Memorandum of Agreement #5).

Through the course of planned remediation of the FEMP, FAT&LC represented workers shall be utilized for, 1) level of effort activity and 2) environmental remediation activity regardless of whether the work is self-performed by the Company or a subcontractor.

Landlord activity and basic site services will be performed on an ongoing basis as a level of effort activity. By contrast site remediation and restoration will be performed through a number of discrete projects which have a beginning and completion date. The Company shall use this criteria in determining what is an assignment.

Assignments require a varying skill mix for those classifications detailed in Appendix C. Workforce requirements for assignments shall be filled from the project labor pool. Openings or vacancies in assignments shall be filled based on seniority within each classification. Upon completion of work in an assignment, workers shift into the project labor pool where they become eligible for another assignment (performed by either the Company or a subcontractor.) Workers are then re-assigned based on the skill or craft requirements of the succeeding assignment in order of classification seniority. Openings shall be posted in advance. Employees in the project labor pool will be placed on lay-off if:

1. There is no work in that classification available at the time in either an assignment or level of effort activity;
2. There is not a different job opening the employee is qualified to perform, such as another skilled craft or a HAZWAT or HAZMAT.

Recall rights, as outlined in Article XVI Section 16-7 extend for a time equal to length of service or two years, whichever is less. Severance will not be paid unless the worker has at least 12 months of total service.

When an increase in the workforce is required, there shall be a project labor pool which shall serve as the mechanism to add employees where needed. Those with the required skills shall be hired or rehired in the following sequence; 1) Employees who are on lay off and have not taken retirement; 2) Applicants from DOE defense nuclear facilities from within a 300 mile radius of the Fluor Daniel Fernald site who have lost jobs as a result of a permanent reduction in force and who have made application; 3) Applicants who are outside the DOE system.

ARTICLE VII
WORK STOPPAGE, LOCKOUTS, AND RELATED ACTIONS

SECTION 7-1: Dispute Resolution Procedures.

The parties agree to process all disputes and differences between them through the procedures provided in this Agreement including the grievance/arbitration procedure, the Grievance Committee and the Joint Labor Management Committee.

SECTION 7-2: No Strikes/Lockouts.

During the term of this Agreement there will be no strikes, picketing, slow-downs, work stoppages, or similar activities of any kind on or at the Project. There will be no interference with the delivery of material to the Project. There will be no lockouts.

SECTION 7-3: Remedies for Breach.

Nothing shall be deemed to limit or restrict the Company's or the FAT&LC right to pursue any and all remedies available under law in the event of a violation of this Article.

ARTICLE VIII

GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 8-1: Stewards and Grievance Committee.

The Company agrees to recognize the number of properly certified Stewards, as defined in Article X, Section 10-7, for the purpose of representing employees in the Grievance Procedure.

The Company also agrees to recognize a Union Grievance Committee, not to exceed six (6) members plus the President of the Council or his/her designee as Chairperson for the FAT&LC. No more than three (3) members of the Union Grievance Committee may attend any Step 3 meeting under this Article in addition to the union President, grievant and Steward.

The FAT&LC will notify the Company of any changes in the personnel of the Stewards or Grievance Committee.

SECTION 8-2: Discussion.

Any employee may discuss with his or her supervisor any matter he or she feels requires adjustment.

SECTION 8-3: Grievance Procedure.

Any grievance arising under the terms of this Contract or an alleged violation thereof shall be handled in the following manner:

- Step 1.** Any employee, or group of employees, having a grievance shall first take the matter up with his or her Steward, who shall attempt to adjust the matter with the employee's supervisor. Unless settlement is reached within two (2) days, the grievance may be carried to Step 2.
- Step 2.** If the grievance has not been settled in Step 1, it shall be referred in writing by the Steward to the immediate Supervisor for referral to the next level of supervision for resolution. Unless settlement is reached within two (2) days, the grievance may be carried to Step 3.
- Step 3.** If not satisfactorily settled in Step 2, the written grievance shall be submitted to the Company for possible settlement in a meeting between the Union Grievance Committee, Industrial Relations, and other Company representatives. Such meeting shall be held within seven (7) days from the date grievance is received by the Company. The Company's answer shall be given within seven (7) days after the meeting and shall be in writing. If no agreement is reached, it may be referred to arbitration in accordance with Step 4.
- Step 4.** If the issue at Step 3 is not resolved, the FAT&LC may, within forty-nine (49) days, refer the grievance to arbitration. For arbitration purposes, the Company and Union will jointly request from FMCS on an annual basis a list of names of arbitrators within the Tri-states of Ohio, Kentucky and Indiana. Any costs associated with this request

will be shared equally between the Company and the Union. From this list, the parties will then jointly select a panel of seven (7) names, from which they will alternately strike until one name remains who shall be the arbitrator designated to hear the dispute. Within seven (7) days, either party may request a new list once. The initial party to begin striking shall be determined by a toss of a coin with the loser striking first. The arbitration hearing shall be conducted within ninety-one (91) days of the selection of the arbitrator or as soon thereafter as possible. Each party shall have the right to present to the arbitrator whatever evidence it deems desirable. The arbitrator's decision shall be final and binding on both parties, provided however, that the arbitrator shall not have the authority to alter or amend the provisions of this Agreement in any way. In the event the services of an arbitrator are required, the fees and expenses shall be paid one half (½) by the FAT&LC and one half (½) by the Company. Either party shall have the right to have a transcript made of the proceedings at its own expense. In the interest of resolving disputes in a fair and good faith manner, facts as they are known by either party with regard to the issue will be disclosed as they become known.

A grievance contesting a suspension or discharge shall be initiated in Step 3 of the Grievance Procedure.

When two (2) or more grievances are filed concerning the same incident, the grievances may be combined when reduced to writing and appealed to Step 3.

It is understood that the provisions of the Labor-Management Relations Act shall be applicable to the above described Grievance Procedure.

SECTION 8-4: Arbitration on Subcontracting.

For disputes involving the implementation of the Memorandum of Agreement on Subcontracting (See Memorandum of Agreement No. 5 SECOND), the FAT&LC shall grieve these disputes by filling a written grievance with the Company. The parties shall exchange information necessary to resolve the grievance within fourteen (14) days, and in all cases prior to a hearing before an arbitrator.

In the event the dispute cannot be resolved within twenty-one (21) days of the filing of the grievance, and FAT&LC elects to protest the issue in contention, the parties may submit the dispute to expedited arbitration.

Whenever possible, the arbitrator shall hear the case within twenty-eight (28) days of being selected, and shall decide the case within fourteen (14) days of the hearing. Unless required by emergency situations or unforeseen circumstances, the Company shall await the arbitrator's decision before awarding the contract or subcontract.

SECTION 8-5: Time Limits:

Any grievance not taken up with the employee's supervisor within fourteen (14) days after becoming aware of the occurrence of the incident complained of cannot be processed through the Grievance

Procedure. A decision by the Company at a step in the Grievance Procedure which is not appealed to the next higher step in the Grievance Procedure or to arbitration, within the allotted time after the decision has been rendered by the Company, will be considered to have determined that particular grievance. The FAT&LC's failure to carry a grievance from one step to the next or to arbitration within the specified time limit shall be without prejudice to the FAT&LC'S right to process the same subject matter (although not the very same case) in another grievance. All time limits noted in this Article are calendar days and exclusive of holidays. Extensions may be made by mutual agreement with all involved parties, at least two (2) days prior to expiration of the time limit not to exceed fourteen (14) days.

SECTION 8-6: Settlements.

To encourage resolution of disputes and grievances at the lowest possible level, the parties agree that settlements and other resolutions at Step 1 or Step 2 shall not set a precedent. All monetary settlements reached at Steps 1 or 2 will be honored by the Company.

SECTION 8-7: Pay for Grievance Time.

Stewards, grievants and employees who are members of the Union Grievance Committee and witnesses involved in the steps 1, 2, and 3 of the grievance procedure in this Article shall suffer no loss of pay, provided it is arranged with their supervisor to leave their work area for the purpose of handling a grievance. Either party may call in any witnesses they desire in an effort to reach a satisfactory settlement and witnesses shall be made available as provided for in this Section.

SECTION 8-8: Business Agents and Union Representatives.

Representatives and Business Agents of affiliated unions who are not Company employees may at their option participate at the 3rd Step of the Grievance Procedure.

SECTION 8-9: Arbitration Awards.

A monetary award made with the arbitrator's authority will be paid to the grievant within fourteen (14) days after receipt of the arbitrator's decision.

SECTION 8-10: Grievance Awards.

A monetary award reached within the 1st, 2nd, or 3rd step of the Grievance Procedure will be paid within fourteen (14) days after settlement of the grievance.

SECTION 8-11: Joint Intent.

Both parties support resolution of grievable issues in a timely manner and in accordance with the terms of this Article. If at such time either party feels that there is an excessive accumulation of grievances pending arbitration the full Union Grievance Committee and the Industrial Relations Manager and/or other Company designated representatives will meet to consider the need to mediate the grievances or to consider other alternatives for expedited resolution.

ARTICLE IX
WAGES AND BENEFITS

SECTION 9-1: Wage Rates.

The wage rates which are to be effective during the term of this Agreement are attached hereto and incorporated herein as Appendix A. The rates set forth in Appendix A shall be made effective beginning March 1, 1998.

SECTION 9-2: Payday.

Payday will normally be the Thursday of each week except:

- (1) when a holiday falls on Thursday, payday will be at the end of the day shift on Wednesday;
- (2) when two holidays occur within the normal work week, payday may be at the end of the day shift on Friday;
- (3) when two (2) holidays occur on a Thursday and a Friday in the same week, payday will be at the end of the day shift on Wednesday;
- (4) when two (2) holidays occur or are observed on a Wednesday and Thursday for employees working a Monday through Thursday, 4-10 hour schedule, payday will be at the end of the day shift on Tuesday, all time records must be submitted by 8:00 am on the preceding Friday, and any time worked outside 40 hours will be paid in the following pay period.

SECTION 9-3: Benefits.

The Company will offer the benefits plans described in Appendix B.

SECTION 9-4: Payweek.

The payweek shall begin 11:00 pm Sunday and ending 11:00 pm the following Sunday with the exception of the regularly scheduled afternoon shift in which case the work week will end at 11:30 pm on Sunday.

ARTICLE X
UNION MEMBERSHIP, SECURITY, AND REPRESENTATION

SECTION 10-1: FAT&LC Membership.

All present employees of the Company, and those who in the future enter the bargaining unit, by the thirtieth day following the beginning of their employment, or by the thirtieth day following the effective date of this agreement, whichever is later, as a condition of continued employment, shall either: (1) become members of a local union affiliated to the Union or (2) pay uniform initiation fees and the "financial core" membership service fees of a local union affiliated to the Union.

SECTION 10-2: Check-off.

The Company agrees to make payroll deductions from the earnings of each employee in the bargaining unit as requested on a valid, individually and voluntarily executed Check-off Authorization Form. The Company shall deduct dues from the Fernald Atomic Trades & Labor Council represented employees on the fourth Thursday of each month and shall submit the monies deducted in the form of a check along with the printed report of the deducted amounts per each employee to the Financial Secretary of the Fernald Atomic Trades & Labor Council, no later than the end of the day shift on the following day after such deductions. Should a holiday fall consecutively on Thursday and Friday, such printed report and check shall be given to the Financial Secretary on the following Tuesday.

SECTION 10-3: Indemnification.

This Article shall be applied in compliance with the National Labor Relations Act and all other applicable laws and FAT&LC agrees that the Company will suffer no loss from the application of this Article and FAT&LC will accept any liability which may accrue.

SECTION 10-4: FAT&LC Representatives.

Authorized representatives of the FAT&LC or the affiliated unions who are not the Company's employees will be permitted access to the site to conduct FAT&LC business in accordance with established visitation, security and safety rules provided they do not interfere with the progress of the work.

SECTION 10-5: Company Paid FAT&LC Officers.

- A. The President of FAT&LC, in addition to three (3) employees from within the bargaining unit, as identified by FAT&LC, shall provide services to the Company that promote safe and efficient operations and help to facilitate a speedy, pro-active labor relations program. These tasks will include the following: obtain views of their union members, impart information to employees, prevent disputes between employees and the employer, provide a responsive process of exchange of documents, have phone service manned so that an exchange of phone messages can occur, permit speedy scheduling of, transfer location of, and cancellation of meetings, facilitate immediate safety inspection, review work process, and changes there-to, participate in Enhanced Work Planning (EWP), participation on the FDF/DOE Central Safety Committee, discuss changes that may require a waiver of agreement clauses in matters pertaining to, but not limited to work week or hours change, and all of the other myriad of labor relations items.
- B. In addition, the President of FAT&LC shall also appoint two (2) CPI representatives to work with the supervision of the TQM Department to provide direct support to the mission of that

department; a safety representative to work with the supervision of the Safety Department to provide direct support to the mission of that department; and a training coordinator to work with the supervision of the Training Manager to provide direct support to the mission of that department, to assist in the program of employee certification and be involved in the Career Development Center (CDC). Each of the identified departments shall provide office space for their respective assigned employees to perform their associated duties.

The employees described in (A) and (B) above will be paid at their regular rate for all hours, not to exceed 40 hours in any work week, unless specifically assigned by the employer to exceed that amount.

Further it is agreed that the present practice of providing the current facility for the use of FAT&LC with its ancillary furnishings, equipment and supplies shall be continued for the duration of the labor Agreement.

SECTION 10-6: Negotiating Committee.

The FAT&LC Negotiating Committee shall be composed of six (6) elected members and chaired by the President of the FAT&LC in accordance with provisions of the Constitution and By-Laws of the FAT&LC. The President shall call at his/her discretion any other member of the Council as advisors. The Negotiating Committee shall be paid at their appropriate contractual rate while performing duties in connection with the negotiation process.

SECTION 10-7: Stewards.

The names of stewards, Union Grievance committee person, and alternates will be given in writing to the Company. No steward, committee person, or alternate shall function as such until the Company has been advised of the selections.

The Company will permit each Steward sufficient time to perform the duties inherent in a Steward's responsibilities, but, a Steward shall not leave the assigned work area without first obtaining permission from the supervisor and stating the destination, the purpose for leaving and the estimated time before returning. Permission to leave the work area will not be unreasonably withheld.

SECTION 10-8: Bulletin Boards.

The Company shall furnish four bulletin boards, each of which shall be no less than 25 square feet, as needed by FAT&LC for its exclusive use. As conditions on the site change, these bulletin boards may be relocated with approval of FAT&LC. The Company will recognize two (2) stanchions for distribution of FAT&LC member communication bulletins.

SECTION 10-9: Distribution of Literature.

FAT&LC or its affiliates may distribute literature related to their obligations or responsibilities as the bargaining representative or affiliates respectively for employees covered by this Agreement immediately outside the turnstiles to the Project or any non-work area on any non-work time. FAT&LC and its member Local Unions agree not to distribute other materials on the FEMP site.

SECTION 10-10: New Employee Orientation.

A one (1) hour orientation for new employees by FAT&LC representatives will be scheduled during the first week of employment.

ARTICLE XI

PAID AND UNPAID TIME OFF

SECTION 11-1: Holidays Recognized.

The following eleven (11) holidays shall be observed:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	December 24th
Independence Day	Christmas Day
Labor Day	

For employees working a five day, 8 hour schedule, the following days off shall be observed: Should a holiday fall on a Sunday, the following Monday shall be observed as the holiday. Holidays which occur on a Saturday will be observed on the preceding Friday. Monday holidays shall be observed in keeping with Federal Law. When Christmas Eve day falls on a Saturday or Sunday, it will be observed on the preceding Friday. When Christmas Day falls on a Saturday, it will be observed as a holiday on the preceding Thursday.

For employees working a four day, 10 hour schedule, the following days off shall be observed:

Monday - Thursday Schedule:

Should a holiday fall on a Sunday, the following Monday shall be observed as the holiday. Holidays which occur on a Friday or Saturday will be observed on the preceding Thursday. When Christmas Eve falls on a Saturday or Sunday, it will be observed on the preceding Thursday. When Christmas Day falls on a Friday or Saturday, it will be observed on the preceding Wednesday.

SECTION 11-2: Holiday Pay.

Employees will be paid their normal hours at straight time rate for holidays. To be eligible to receive holiday pay, any employee must actually work his regularly scheduled shift or take a vacation day prior to and/or the day after the holiday, unless otherwise specifically excused by the Company or if an employee is absent due to an occupational illness or injury, or is absent not in excess of thirty (30) days because of an approved leave of absence or is absent on an approved short-term disability. An employee laid off or recalled within the workweek in which holiday occurs shall receive holiday pay for that day providing they work all of the scheduled workdays within that workweek. An employee will not be required to work, and shall receive holiday pay, if there is another qualified employee in the same job classification in the same Group who is willing to accept work and there is no additional expense to the Company as a result of the change.

SECTION 11-3: Vacation Pay/Time Off With Pay.

A. FAT&LC employees are eligible to receive a paid vacation as shown below:

<u>Length of Service</u>	<u>Vacation Pay</u>
6 mos. but less than 1 year	5 days (40 hrs)
1-5 years	10 days (80 hrs)
5 - 15 years	15 days (120 hrs)
15 - 20 years	20 days (160 hrs)
20 - 30 years	25 days (200 hrs)
30+ years	30 days (240 hrs)

- B. Vacations are scheduled by the Company and preference as to vacation dates will be given employees in each job classification in accordance with their plant seniority. Each employee must state three (3) vacation preferences for each week of vacation eligibility in writing prior to March 1 of each year. All vacation requests for time less than one full work week are to be requested twenty-four (24) hours in advance. An employee who wishes to change his original selection will be permitted to do so at a later date, but will be required to submit such a change of preference one (1) day in advance of the proposed, new vacation date unless the change affects another individual who has previously scheduled the same requested days, then ninety (90) days prior notification is required.
- C. If an employee becomes aware of a disability which occurs during a scheduled vacation he/she will be permitted to select another available date for vacation if such disability occurs prior to the commencement of the originally scheduled vacation.
- D. If any of the holidays mentioned in Section 11-1 falls during an employees vacation period, the employee shall receive an additional day of vacation with a days pay based on his straight time hourly rate, excluding all premiums, which will be paid in the regular weekly paycheck for the period during which the holiday occurs. Employees may receive their vacation pay on the payday prior to their leaving for vacation, provided that they are eligible for such pay at that time.
- E. An employee will not be required or permitted to work any of the days falling within the Monday through Sunday period in which he/she takes a whole week vacation.
- F. Vacation may be accrued up two (2) years. Employees may cash out all or a portion thereof of their vacation once every twelve (12) months at no less than forty (40) hours. Employees are required to take at least one (1) week of vacation per calendar year. Cash out payments are payable at the wage rates effective at the time of the payout.

SECTION 11-4: Time Off for Vacation.

Employees shall be eligible to take the vacation time determined under Section 3 above off from work with pay. Vacation may be taken in increments of one-half hour, hours, days or weeks consistent with the needs of the project with advance approval from the Company.

SECTION 11-5: Vacation Pay Upon Termination.

An employee who terminates and who has been an employee of the Company for more than one (1)

year shall, if eligible, receive pay for any vacation to which he is entitled by Section 3 of this Article if such vacation has not been taken. Employees who terminate in a calendar year in which they have already worked 1040 hours shall receive a prorated portion (based on the number of hours worked including overtime hours compared to 2080), minus untaken holidays and number of weeks vacation of eligibility of the vacation pay earned during the year in which the employee terminates.

SECTION 11-6: Leaves of Absence.

Unpaid leave of absence for FAT&LC members shall be granted (by hour, day(s) or week(s)) for the purpose of attending Union meetings, councils, conferences or conventions or other Union business. Request must be made at least one week in advance whenever possible and no unforeseen circumstances prevent it.

- A. Unpaid personal leave may be granted, up to a maximum of one (1) week, for marriage or other special reasons.
- B. Unpaid family leave will be granted according to law (see Appendix B (H) for more information).
- C. Paid leave will be granted when an employee is required to miss work in order to appear (except as a party) in legal, administrative hearings or attend workers compensation hearings. However, an employee must report for work if such duties do not consume more than four (4) hours of his shift.

SECTION 11-7: Leaves of Absence for Union Business.

Upon certification that any employee covered by this Agreement has been elected, or appointed to, a position in the Union, its affiliates, or the parent organizations of any of the affiliates, necessitating a leave of absence, such leave of absence without pay, but without loss of seniority shall be granted for a period of up to two (2) years. Such leave for subsequent two (2) year periods shall be renewed upon timely request.

SECTION 11-8: Disability Pay.

Any employee who is absent from work due to an occupational disability arising out of their employment at the Project, will be paid the difference between Worker's Compensation and his/her straight time hourly rate, not to exceed 8 hours per day or 40 hours per week, for a maximum of 26 weeks, subject to the following:

- A. The injury must not be purposely self-inflicted, the result of willful misconduct, the result of violations of plant rules or the refusal to use appropriate safety devices.
- B. If an employee is absent from work due to reasons outlined in A above, the employee shall not be eligible to receive any such disability payments if he/she would have been otherwise laid off during the same period due to a reduction in force or absent for any other reason.
- C. To be eligible for payment under the provisions of this Section, an employee must have reported the injury or other cause of disability to his supervisor immediately following its occurrence or at the time he recognizes an injury or disability and must comply with the existing disability pay procedure and with other Company

requirements pertaining to occupational injuries. Payment as provided in this Section will be made upon final determination by a Company Physician that the employee's disability conforms to the American National Standards Institute Code unless this is in conflict with the Worker's Compensation Law of the State of Ohio, in which case the latter shall apply.

SECTION 11-9: Military Service-Training Pay.

Any employee who is a member of a reserve unit of the Armed Services of the United States will be granted a period not to exceed sixteen (16) calendar days for training purposes with pay in an amount equal to the difference between his/her military compensation and his/her normal straight-time hourly rate which would normally be receiving for the service with the Company during this period. An employee who has an approved vacation date will not be required to change his/her vacation date in order to permit another employee to enter military reserve training. This provision shall not apply if more than one person is affected in any one seniority unit or in the event of a national emergency.

SECTION 11-10: Military Service Allowance.

An employee who enters active military services shall receive pay on the basis of his straight-time hourly rate as follows:

SERVICE

1 - 2 years

2 - 5 years

5+ years

BENEFIT

2 weeks' pay (80 hrs)

1 month pay (173 hrs)

2 months' pay (346 hrs)

Employees with one (1) or more years service with the Company who enter active military service for a period of six (6) months or less will be eligible for a pay allowance of two (2) weeks (80 hrs) at the straight-time hourly rate.

SECTION 11-11: Jury Duty.

An employee summoned for jury duty or subpoenaed to serve as a witness (not as a plaintiff or defendant) will be excused from work upon presentation of the court notice to his/her immediate supervisor. When the employee who has been excused returns to work, he/she will be paid the difference between his normal straight-time earnings and the fees received from the court for the dates served. Only the number of days actually spent in court are counted in calculating payment. If an employee is not required to attend the court beyond 11:00 am, he will be expected to report for work as soon as he is dismissed if he is assigned to either the afternoon or night shift. If an employee assigned to any shift is required to attend the court beyond 11:00 am, he will not be required to report to work, and will be paid the difference in pay between his normal straight-time earnings and the fees received from court.

SECTION 11-12: Funeral Pay.

An employee will be granted an excused absence for such time as may reasonably be needed for the purpose of attending the funeral of a member of his/her immediate family and will be paid his/her normal straight-time hourly rate for any or all three regularly scheduled work days (Mon.-Fri.) during the period beginning with the day of death and ending with and including the day of such funeral. The provisions of this section shall not apply to the day after the funeral under any circumstances. In case

of an employee on a varying day off schedule, the payment will be made for time lost during the employee's established five-day work week. To be eligible for payment, an employee must produce some evidence of said death in the form of public notice or its equivalent. "Immediate family" shall be construed to mean husband, wife, child, mother, father, brother, sister, stepchild, stepmother, stepfather, grandchild, mother or father of wife or husband, foster parents, son-in-law, and daughter-in-law and grandparents of employee or spouse.

ARTICLE XII
WORKING CONDITIONS

SECTION 12-1: Efficient Utilization of Labor.

In the interest of completing the mission of the FEMP, the FAT&LC and the Company jointly pledge to work together to produce the most efficient utilization of labor and equipment on the project site in accordance with this Agreement.

SECTION 12-2: Tools of the Trade.

Even when the employee is trained and qualified to use such tools in the performance of their work, such utilization shall only be incidental to the completion of their work.

SECTION 12-3: Emergency.

For the purpose of this Agreement, an emergency shall be defined as a situation arising suddenly, which would endanger life, property, environment or would unduly interfere with normal production if not immediately remedied.

ARTICLE XIII

JOINT LABOR MANAGEMENT

SECTION 13-1: Creation and Purpose.

The parties to this Agreement hereby recognize the necessity of communication and the elimination of disputes, misunderstandings, or applications of this agreement that seriously impact the continuity of projects. To secure this end, it is hereby agreed that a Joint Labor Management Committee shall be established, to be composed of the Company and the FAT&LC, which shall meet as required and as mutually agreed. They shall bring up any practice which, in their opinion, might lead to misunderstandings or disputes between the signatory parties.

SECTION 13-2: Meetings and Agenda.

The Company's Manager of IR and the President of the FAT&LC shall jointly chair the Joint Labor Management Committee. The Company and FAT&LC shall jointly coordinate Joint Labor Management Committee activities, develop procedures of operation, publish meeting agenda and issue minutes of each meeting. Standing agenda items for the Joint Labor Management Committee meeting shall include, but not be limited to: cost and efficiency, Continuous Performance Improvement (CPI) and Total Quality Management (TQM), manpower requirements and training.

SECTION 13-3: Limited Powers.

The Joint Labor Management Committee shall not be used for the purpose of arriving at any agreement to supersede, alter, modify, amend, add to or detract from this Agreement. Neither shall the Joint Labor Management Committee be a substitute for, nor a means of circumventing the Grievance and Arbitration Procedure.

SECTION 13-4: Manpower Projections.

The Company and FAT&LC will continue to discuss changes to the numbers of FAT&LC employees and classifications.

ARTICLE XIV
MODIFICATION AND SAVINGS CLAUSE

SECTION 14-1: Modifications.

The provisions of the agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions, except that rates of pay for new classifications are bargainable. Therefore, the Company and the FAT&LC, for the duration of this agreement, each agree that the other shall not be obligated to collectively bargain with respect to any subject matter referred to or governed by this Agreement, except as set forth in Article XIX, unless the Company and the FAT&LC mutually agree to alter, amend, supplement, enlarge, or modify any of the provisions of this agreement.

SECTION 14-2: Savings Clause.

In the event any of the conditions of the Agreement shall be or become invalid or unenforceable by reason of any Federal or State law, now existing or hereinafter enacted, or by reason of any court decision, such invalidity or unenforceability shall not effect the remainder of the provisions of this Agreement.

The parties recognize that the provisions of this Agreement will be subject to all applicable law, including the Defense Re-Authorization Act, whether or not specifically referenced in this Agreement.

SECTION 14-3: Changes in Work.

The Company will advise and consult with the FAT&LC concerning any new technological developments, processes or basic changes in work methods which will have an impact on the FAT&LC represented work force. Should such changes result in the creation of new jobs or classifications, a new rate shall be negotiated between the parties. If no agreement is reached the Company may establish the rate and implement the job, but the classification and rate may be referred to the grievance and arbitration procedure.

ARTICLE XV
HOURS OF WORK, OVERTIME, SHIFTS, AND PREMIUM PAY

SECTION 15-1: Normal Hours.

- A. The normal work week shall be forty (40) hours. The normal workday shall consist of eight (8) hours of work. The normal work shifts shall be 7:00 am to 3:30 pm; 3:00pm to 11:30 pm; 11:00 pm to 7:30 am. Shifts shall be established and continued for a minimum of five (5) consecutive work days and if Saturday and/or Sunday are worked, they shall be included in the five (5) day minimum period. Off days shall be scheduled consecutively.
- B. Schedules which are negotiated having starting times not in excess of two (2) hours prior to the normal starting time mentioned in (A) of this section, shall be paid on the basis of the rate applicable to the day in which the majority of the hours fall.
- C. Changes in the normal hours defined this section may be made only after mutual agreement between the Company and the FAT&LC.

SECTION 15-2: Work Schedules.

Due to the unanticipated conditions which will be encountered at the FEMP, the following work schedules are recognized.

- A. For the purpose of this Agreement, the following work schedules are recognized:
 - 1. 5-day coverage—1, 2, or 3 shifts—Monday through Friday—fixed shifts
 - 2. 5-day coverage—1, 2, or 3 shifts—rotating shifts
 - 3. 7-day coverage— 3 shifts—rotating shifts
 - 4. 7-day coverage—1, 2, or 3 shifts—fixed shifts—varying off days
 - 5. 4-day coverage—10 hour shifts—1 or 2 fixed shifts (Mon. - Thurs.)
 - 6. 7-day coverage —12 hour, 2 shifts/fixed
- B. The assignment of employees to fixed shifts (mentioned in Nos. 1, 4, 5, and 6 above) and including special shifts shall depend on individual preference, to be determined by seniority within the job classification. However, the Company will make every effort to assign work on premium days within a classification to employees within such classification as equally as practicable. The employee assigned to a particular shift shall remain on that shift until he is eligible for a transfer under Article XV, Section 15-4 of this Agreement.
- C. The Company agrees to discuss with the FAT&LC the necessity for schedules Nos. 1, and 4, two (2) weeks prior to establishing such schedules.
- D. The establishment of schedule Nos. 2, 3, 5 and 6 in situations other than those now existing or the modification of such schedules which now exist shall be by mutual agreement. Special shift work provisions for employees supporting continuous operation may be established by joint agreement between the Company and FAT&LC. For schedules 5 and 6 the Company and FAT&LC shall both survey the employee population

affected by the schedule change to identify any hardship/medical cases. The Company and FAT&LC shall both discuss ways to reasonably accommodate such employees needs without negatively impacting the work. The Company will inform the FAT&LC of the starting/ending dates, number of employees and classifications affected.

- E. In the event that operating conditions of the plant change and it becomes necessary to establish regular work schedules other than those now in effect, they may be established by mutual agreement.
- F. Employees may trade work schedules, not to exceed one full work week, shifts, or days off with prior approval of their supervisor.
- G. The establishment of schedule 5 shall be: The first shift shall be four ten hour days, Monday through Thursday with a thirty minute unpaid lunch break. The second shift, if utilized, shall be ten hours at the basic straight time hourly rate plus the shift differential, with a thirty minute unpaid lunch break.

SECTION 15-3: Shift/Schedule Assignments.

Shift/schedule assignments will be made based upon job classification seniority, training, and qualifications. When necessary to properly staff the Assignment, the Company may reassign employees in a job classification to another shift/schedule with the least senior employee being reassigned first.

SECTION 15-4: Shift Change Request.

An employee who is working on a fixed shift basis may, by written application, exercise the privilege of selecting a shift, within his/her assignment and in his/her job classification. An employee may exercise this option provided that he/she has enough job classification seniority to displace another employee of the same classification and provided he/she is trained and qualified. An employee may request a shift change not more than one (1) time every six (6) months within his/her classification. If necessary, the junior employee will be reassigned to the vacancy.

SECTION 15-5: Shift Differential.

- A. Employees starting to work on a shift beginning between 4:00 a.m. and 12:00 noon shall be considered to be working on the day shift and shall receive no shift differential.
- B. Employees starting to work on a shift beginning between 12:00 noon and 8:00 p.m. shall be considered to be on the second (2) shift and shall receive a shift differential of fifty cents (\$0.50).
- C. Employees starting to work on a shift beginning between 8:00 p.m. and 4:00 a.m. shall be considered to be working on the third (3) shift and shall receive a shift differential of fifty cents (\$0.50).

SECTION 15-6: Overtime Assignment.

Overtime shall be offered first to those qualified, trained, and available employees having the least accumulated overtime on the current overtime priority roster. Whenever an employee is offered work

and declines it, it shall be considered in the record for equalizing overtime work as though that employee had availed himself/herself of the opportunity for such work.

The overtime record for each employee shall be kept within the employee's overtime sharing group. This overtime record shall be kept up to date on a daily basis. This overtime priority roster shall be referred to by the supervisor in the distribution of overtime. Overtime shall be equalized on a daily basis to the degree possible for the duration of the Agreement. Make up overtime shall not be a remedy for misassignment of overtime. The overtime priority roster(s) shall be prominently posted on a weekly basis for inspection by the respective work groups in a manner which protects their integrity.

Overtime work, Saturday, Sunday, and Holidays shall normally be assigned to an employee on the basis of the shift he/she regularly works unless it is necessary to assign an employee to another shift to equalize combined overtime and premium pay. For the purpose of this procedure, premium pay for work performed on Saturdays and Sunday, as such, and Holidays, as such, will be recorded with overtime. However, only that portion of payment beyond the straight time rate will be considered when those days are part of the normal work schedule.

If the spread in accumulated overtime exceeds 100 or more hours within any classification/assignment, the Company shall arrange to correct the disparity. Employees shall not be charged for overtime hours which occur during their vacation.

Master Overtime List:

For HazWats, on a monthly basis, the Company will supply FAT&LC with a combined overtime list for each overtime sharing group ("Master List"). For all of the functional areas, within Maintenance, Transportation, and Utilities, the Company will supply FAT&LC with a combined Master Overtime list weekly. Copies of the Master List will be posted in designated areas.

All hours offered to each employee will be charged on the Master List. For subsequent years, the low employee on the Master List is zeroed at the end of the year and the remaining employees will be adjusted downward to reflect the difference in hours. These adjusted hours will then determine the placement of each person on his/her respective project or area assignment overtime list and his/her positions on the Master List as of January 1 of each year.

SECTION 15-7: Relative Position

Relative Position is the adjusted position an employee is placed onto the overtime roster. Relative positioning is used in the following situations:

- Return to work from leave
- Transfer out of Core to a new project for HazWats
- Transfer out of Core to existing project for HazWats
- Transfer back to Core for HazWats

In the event the adjusted relative position is in a tie with another employee, the senior employee will be offered the overtime first based on Classification Seniority.

In the event an employee is still off on leave as of the first of the year, his/her overtime hours will be adjusted on the Master List as if he/she had returned to work. These adjusted hours on the Master List will be used only for determining the employee's relative position upon return to work at a later date.

- A. When a new employee enters a different work group/classification, that employee is placed one tenth (1/10th) of an hour above the high overtime hour employee. In addition, when an employee is force reduced to a lower classification, permanently reclassified, and then is subsequently called back to the higher classification, he/she will enter the higher classification one tenth (1/10) above the high hours on the overtime list.

Ex:	Employee	Hours	Position
	A	90.0 hours	1 - low man
	B	100.0 hours	2 - high man
	C	100.1 hours	3 - new employee

- B. When an employee goes on sick leave or administrative leave, he/she will be frozen on the overtime list in the relative position from the first scheduled work day of absence once they have been off seven (7) consecutive calendar days. Their hours will be determined by splitting the difference of hours between the next high and next low positions to their relative position.

Ex:	Employee	Hours	Position
	A	70.0	1
	B	80.0	2 - Employee B goes on sick leave
	C	90.0	3
	D	100.0	4

Employee B goes on sick leave and is out for more than seven consecutive calendar days so their position is frozen in 2nd position. Upon return employee B will return in 2nd position splitting the hour difference between positions 1 and 3.

Ex:	Employee	Hours	Position
	C	100.0	1
	B	105.0	2 - employee returns splitting hours between 1st and 3rd position.
	A	110.0	3
	D	120.0	4

Employee going out who is either low or high on the overtime list will return in their same position with the same difference in hours as they went out at.

Ex:	Employee	Hours	Position	Employee	Hours	Position
	A	90	1-Employee goes out	A	140	1-Employee returns
	B	100	2	B	150	2
	C	101	3	C	151	3

C. Overtime on Projectization

For HazWats: when an employee transfers out of the core unit, his/her overtime hours will be noted and frozen when he/she goes to the project:

Employee	Hours
A	70
B	80 → Employee B goes to a new project; his hours are noted at 80 hours
C	90
D	100

For HazWats: when employees are placed in a new project, all employees will be put on an overtime roster determined by classification seniority. When an employee is put into an existing project, he/she is placed on the overtime roster one tenth (1/10) of an hour above the high overtime hour employee. His/her hours are noted and only the hours worked in that project are taken back to the core overtime roster when he/she returns to the core.

***Employee Transfers Into Existing Project:**

Accumulated hours at end of Project or Transfer Back to Core:

Employee	Hours	Employee	Hours
A	80	A	180
C	90	C	190
D	100	D	200
*B	100.1	B	200.1

For HazWats: Employee B accumulated 100 hours in the project. Only these hours will be taken back to the core unit to be added to frozen hours in the core unit.

When leaving Core:

Adjusted hours on return:

Employee	Hours	Employee	Hours
A	70	A	70
B	80 frozen +100 project hrs.	B	180
C	90	C	90
D	100	D	100

For Maintenance/Transportation: When an employee transfers from one functional area to another, his/her overtime hours are carried over and determines where he/she is placed on the new overtime roster. For Utilities, see Article XVII, Section 17-5 (C)(5).

When the overtime spread between one or more functional areas exceeds 100 hours, other functional areas shall be assigned to work the overtime from the Master Overtime list.

SECTION 15-8: Overtime and Premium Pay.

Overtime shall be paid at the rate of time and one half (1 ½) for all hours worked outside the established shift or in excess of forty (40) hours per week. All work on Saturday and any scheduled off day (except Sunday) shall be paid at time and one half (1 ½) and all work on Sunday shall be paid at double (2) time. All consecutive work performed in excess of twelve (12) hours shall be paid at double (2) time. All work on holidays shall be paid at time and one half (1 ½) plus holiday pay, the rate of three (3) times the regular rate of pay shall be paid for all time worked in excess of the regular scheduled shift. If an employee is not required to work on a holiday which falls within his/her regularly scheduled workweek, the time he/she would have normally worked shall be included in computing overtime. Holidays falling on an employees regular day off shall not be included in computing overtime.

SECTION 15-9: Pyramiding of Premium and/or Overtime Pay.

The allowance of overtime or premium payment on any hour for which an employee receives overtime or premium compensation eliminates that hour from consideration for overtime or premium payment on any other basis. If it falls under two (2) or more overtime and/or premium pay classifications, the higher rate shall prevail.

SECTION 15-10: Lunch Period.

All employees shall be allowed a 30 minute non-paid lunch period in conjunction with the travel, shower, and clothing change time allowances provided in Section 15-11 of this Article. Meal schedules shall be originated by the Company.

SECTION 15-11: Travel, Shower, and Change Time.

All employees except those covered by paragraph "A" shall be paid their regular rate of pay for travel, shower, and clothing change time in accordance with the following schedule.

TIME ELEMENT	PROCESS* OR NON-PROCESS*
AT START OF SHIFT***	10
LUNCH**	15
AT END OF SHIFT	10

- * The process area is interpreted to mean that area north of the fence behind the Services Building, Garage, Heavy Equipment Buildings, and K-65 areas. The non-process area is interpreted to mean the Administration, Laboratory, Services, Health and Safety, Industrial Relations, and Security Buildings, and the Guardhouse and trailer complexes.
- ** Does not include the 30-minute non-paid lunch period.
- *** An equivalent amount of travel time will be allowed to those employees who have been excused to report to the Medical Services Section for treatment during their regular shift

and who are required to change clothes prior to returning to their work area. An employee reporting to Medical Services Section prior to the start of his/her shift will not be considered tardy if he/she arrives at their work area within the time allowance designated at the start of the shift above plus credit for the time he/she checked in with the Medical Services Section in advance of his/her starting time.

- A. Employees who elect to remain in their assigned work area during the scheduled lunch period shall not be permitted time in excess of the 30-minute non-paid lunch period.

SECTION 15-12: Reporting for Work.

Employees who report for work on their regular shift without being notified not to report, will be given four (4) hours work in their respective classifications, or in one which is reasonably comparable, and which will not deprive others of that classification of work, and/or four (4) hours pay at the applicable rate. This provision does not apply in case of a shutdown beyond the control of the Company. Failure on the part of an employee to keep the Company informed of his current address and telephone number will relieve the Company of its responsibilities under this Section of the Agreement. Employees who report change of address, telephone number, car license or registration shall be given a written acknowledgment of the Company's receipt of this information.

Employees who are scheduled and report for work outside their regular shift will be guaranteed a minimum of four (4) hours work and/or four (4) hours pay at the applicable rate. This provision does not apply if an employee is scheduled for and works overtime in conjunction with his/her regular shift.

SECTION 15-13: Reporting Off From Work.

All employees shall report their absence to the Company prior to the start of his/her shift. Upon reporting their absence to the Communications Center (Comm Center) at 513-648-4444, a code number will be given to them for verification of reporting in.

SECTION 15-14: Call-In Pay.

- A. An employee who is called to report to work outside his/her regular working hours shall be paid a minimum of two (2) hours pay at the straight-time rate, plus the applicable rate for all time worked and will be required to perform only the work for which they are called in to perform. An employee shall not be eligible for call-in pay if he/she is assigned and performs such overtime work mentioned above before leaving the outer turnstile. This provision does not apply in the event an employee is scheduled for and works overtime immediately following his regular shift.
- B. An employee who is called for work outside his/her regular working hours (or would have been called if he/she had a current and accurate phone number registered with the Company) shall be charged for overtime equalization purposes as follows:
 - 1. If the call-in work is accepted, the employee shall be charged for the hours paid, including any call-in pay.
 - 2. If the call in work is refused, the employee shall be charged the amount of hours, including call-in pay, paid to the employee who actually performed the work.

- C. The minimum hours pay stated in paragraph (A) above will increase to three (3) hours pay during the second year of the contract and four (4) hours pay during the third year of the contract.

ARTICLE XVI
SENIORITY/COMPANY SERVICE

SECTION 16-1: Plant Seniority.

Plant seniority is the period of time measured in years, months, and days that an employee has been on the active or inactive payroll dating from the last date of hire.

SECTION 16-2: Job Classification Seniority.

Job classification seniority is the period of time measured in years, months, and days that an employee has accumulated in a job classification while permanently assigned to that classification plus that seniority which he/she may be credited with under this Section and Section 17-6 of Article XVII. Such seniority accumulated in a higher classification as provided below in this Section.

Seniority accrued in a classification shall be retained in that classification as long as the employee remains in the group in which that classification falls. An employee reduced to a lower classification shall be credited with seniority accumulated in a higher classification within the same seniority group in addition to seniority the employee may have accumulated previously in the classification to which he/she is demoted. In addition, if an employee successfully bids to another work group and either (1) is force reduced back or (2) job bids back to his/her original work group to his/her original classification, then he/she shall be credited with the accrued job classification seniority in the classification held prior to his/her transfer. In the event employees have equal seniority, such seniority ties shall be resolved as mutually agreed between the parties.

SECTION 16-3: Company Service.

Company Service shall mean the length of time measured in years, months, and days that an employee has been continuously employed by the Company within the bargaining unit and shall date from the employee's last date of hire. Company service shall prevail in the administration of vacations, welfare benefits, and related items.

SECTION 16-4: Qualifications.

The Company shall determine and establish the minimum qualifications for all jobs, see Article III, Section 3-4.

SECTION 16-5: Transfer out of Bargaining Unit.

On a one-time per career basis, a bargaining unit employee who accepts a non-bargaining unit position with the Company shall for one (1) year retain all seniority accumulated to the date of change and, in the event the employee elects to return to the bargaining unit or is removed from the non-bargaining position for reasons other than discipline or discharge, may return at any time during the year to a position for which he/she has seniority to acquire.

SECTION 16-6: Reductions in Force (Layoffs).

- A. In the event of a reduction of the workforce in a group, the employees within the affected job classification(s) having the least job classification seniority within the group shall be reduced or laid off first. However, all employees in the group to be reduced, who are in job classifications which may be affected by the forced reduction shall be given an advanced opportunity by job classification seniority to express in writing the preference of being laid off first. All other

employees shall be subject to the provisions of Paragraph (B) and all other applicable provisions of this Section.

- B. Employees in all groups who are considered surplus and who are to be affected by a reduction in the work force shall be assigned by the Company to other jobs in their respective groups on the basis of job classification seniority. Such surplus employees with the greatest job classification seniority shall be assigned to jobs in the next lower classification, or succeeding lower classifications, within the line of promotional succession or reduction for their respective groups on a group-wide basis. All employees will be required to accept the highest job classification to which their seniority entitles them. In no case will an employee be entitled to any job outside of his/her respective group except as provided in Paragraph C-1 and C-2 of this Section.
- C. 1. An employee whose job classification seniority does not entitle him/her to retain a job within his/her present group, and who had successfully bid to a job within his/her present group shall be assigned to his/her former group in the highest job classification previously held or to which his/her job classification seniority or recall rights would entitle him/her (see Section 16-2 of this Article). In the event that an employee is unable to attain a job in his/her former group, or other former groups in reverse order of his/her association with such groups, the provisions of the following paragraph shall then be applied.
2. In the event of a reduction in the work force in any seniority group, employees who cannot be placed in line with the provision above shall be assigned to the Project Labor Pool (See Article VI). The number of employees to be retained in the Project Labor Pool shall be equal to the number of vacancies as determined by the Company. Employees shall be retained based upon plant seniority. Vacancies shall be filled as follows:
- a. recall of employees reduced or laid off shall be called back to the proper group on the basis of job classification seniority;
 - b. single site-wide posting;
 - c. assignment of qualified employees from the Project Labor Pool to remaining vacancies based on plant seniority; and
 - d. Employees who do not obtain a regular job classification through the above process shall be laid off from the Project Labor Pool.
3. Employees who are laid off shall be called back to the proper group on the basis of job classification seniority and in accordance with Section 16-7 of this Article. Employees shall be recalled to the Project Labor Pool on the basis of their plant seniority.

SECTION 16-7: Recall

Laid off employees shall retain recall rights for a period of 24 months or length of service whichever is

- A. The recall of employees laid off or demoted due to a reduction in force shall be in reverse order of the layoffs or demotions. Provided that the provisions of the previous sentence have been complied with, it shall not be considered a violation of the Collective Bargaining Agreement if junior employees are cleared and report for work in advance of senior recalled employees. In the event the preceding sentence is applied and a junior employee starts to work, all senior employees who have accepted recall will be given the same seniority rights (exclusive of Company Service) that are received by the junior employee.
- B. An employee shall retain recall rights to a former job in his/her line of promotional succession for an indefinite period as long as he/she remains continuously on the active payroll. An employee who is recalled from off-site to the Project Labor Pool or to the Group from which he/she is laid off, or from the Project Labor Pool to his/her former Group, and refuses such recall shall forfeit his/her recall rights and the right of accumulation of seniority. An employee who is reduced to a lower job classification within his/her Group, and refuses recall to any higher job classification in reverse order of reduction, shall lose all recall rights and rights of accumulating seniority in the higher classifications within his/her Group. An employee who refuses recall to one Group shall not forfeit his/her rights to be recalled to, or accumulate seniority in, other seniority Groups in which he/she has recall rights.
- C. Employees being recalled to work shall be notified by telephone, certified or registered mail, or telegram sent to the last address on record in the Company files, or by notice at the time of layoff. Telephone notification will be verified by certified or registered letter, or telegram. It shall be the duty of the employee who has been laid off to notify the Company, in writing, of any and all changes of address or telephone number. Failure on the part of the employee to keep the Company informed of his/her current address and telephone number will relieve the Company of its responsibility under this Section of the Agreement. Upon receipt of notification of recall, the employee must respond to the Company within three (3) days exclusive of Saturday, Sunday and Holidays. Upon accepting recall, the employee must report for work within fourteen (14) calendar days.

SECTION 16-8: Union Officers' Seniority.

For purposes of force reduction and recall only, the President, Vice-President, Financial Secretary, Recording Secretary, and members of the Union Grievance Committee will have top seniority during the tenure of their office. Should a force reduction occur during contract negotiations, the members of the Union Negotiating Committee shall also have top seniority until negotiations are completed.

Such special seniority shall not be applicable to plant shutdown of one day or less, but shall be applicable to permanent force reductions. It is also understood that such special seniority shall not be considered a privilege for retaining a given job classification but shall pertain to job retention only.

The President of the FAT&LC shall have day shift preference during his/her tenure in office.

ARTICLE XVII
JOB CLASSIFICATION AND PROJECT VACANCIES

SECTION 17-1: Definitions.

The following definitions are to be used in the application of this Article.

- A. Promotion: A promotion is a permanent assignment to a higher paid classification.
- B. Demotion: A permanent assignment to a lower paid classification
- C. Transfer: A transfer is the permanent assignment of an employee to another classification at an equal or lower pay rate.
- D. Temporary Assignment: A temporary assignment is the assignment of an employee to a different job classification or area assignment.
- E. Job Classification Vacancy: A job opening in a classification.
- F. Work Assignment Vacancy: A vacancy that occurs within an area assignment.

SECTION 17-2: Promotions.

- A. A promotion shall be defined as a permanent assignment to a higher classification in an employee's line of promotional succession (see Appendix C) or to a classification in another line of promotional succession carrying a higher starting rate than the starting rate of an employee's current classification. It is understood and agreed that a vacancy must exist before any promotion is possible.
- B.
 - 1. Promotion of employees within the bargaining unit shall be made on the basis of qualification and job classification seniority or plant seniority. An employee who is entitled to and offered a promotion within his/her line of promotional succession in his/her group on the basis listed above and who refuses such promotion shall not be eliminated from consideration for subsequent promotional opportunities.
 - 2. It is understood that promotions are not to be applied in any manner which will require the Company to change an employee's shift at any time other than at the beginning of the work week.
- C.
 - 1. Employees who are qualified and who are promoted will be upgraded in the order of their seniority in the classification from which they were promoted, and the seniority date for the new classification will reflect the order of promotion.
 - 2. When persons eligible for promotion to the same classification are in succeeding lower classifications, the promotion shall be made so as to achieve the effect of assuring that the persons in the higher classification are promoted first.

3. Employees who are selected to fill a vacancy on the basis of a job bid (Section 17-6) will be awarded the vacancy subsequent to promotions to the same classification which were made within the seniority group and will be considered junior to those employees who are selected on the basis of promotion to a higher classification within their line of promotional progression.
- D. Employees who are promoted and who are at the standard level in rate progression shall enter at the greater of his/her current rate or the beginning rate of the new classification. An employee shall be paid the standard rate of pay in the new classification after he/she has completed the forty-two (42) calendar day qualifying period which is set forth in Section 17-9. (See Appendix A).

SECTION 17-3: Laterals/Demotions

Employees who move laterally will remain at the same rate progression step as they currently hold as well as retaining the time accrued at such rate step. Employees who are demoted either voluntarily or involuntarily will enter at the starting rate or at the highest rate step they previously held.

SECTION 17-4: Voluntary Demotions

An employee may voluntarily request (not by way of the job bid register) a demotion to a lower job classification in his/her line of promotional succession or reduction (see Appendix C). Such voluntary request shall be subject to the following conditions:

- A. If the request is based upon a bona fide medical reason involving the employee, the demotion shall be granted and the employee will accumulate job classification seniority in his/her former classification during the period of demotion. The employee shall be restored to his/her former classification at the end of his/her period of illness or injury providing such right does not conflict with other seniority provisions of this Agreement. If the request for demotion is based upon anything other than a bona fide medical reason, the demotion request will be granted, but the employee shall not accumulate seniority in, or have recall rights to, any job classification in the line of promotional succession or reduction than the classification to which he/she is reduced.
- B. If an employee accepts a promotion within his/her line of progression that has multiple lines and returns to his/her previous classification voluntarily within the forty-two (42) calendar day qualifying period shall not be eligible for a promotion to the same line of progression for a twelve (12) month period or until the rest of the classification has been exhausted, but may accept a promotion to another classification within his/her line of progression. Should this occur, the employee shall fall back into his/her previous classification in the position that his/her seniority shall permit for promotion to another classification. Only the employees that are currently in the classification at the time the promoted employee returns, shall be considered for the process of exhausting the classification prior to offering the promotion to the employee again.
- C. The Company reserves the right to require a qualified replacement before a request for demotion can be honored, except for a bona fide medical reason. This shall not prevent

the employee requesting a demotion from being considered for other promotions within the group.

SECTION 17-5: Work Assignment Vacancies.

A. HazWat Work Assignments.

When initiating a new work assignment or when an employee leaves an existing work assignment, a vacancy occurs. Should the Company choose to fill the vacancy, this will be filled by the most senior qualified employee who has registered for placement to that assignment or by a qualified junior employee(s) not already assigned. The work assignment posting will be posted for three (3) consecutive work days.

When employees bid to a work assignment, they bid for the duration of the work assignment - rebidding every year will not be an option. Employees rebid rights to other work assignments are reinstated six (6) months after assignment or six (6) months after completion of training, whichever is longer but not to exceed one (1) year. Employees who have successfully bid to a work assignment, by signing the bid register, will not be retained on their present assignment for more than thirty (30) calendar days awaiting their replacement.

Employees forced to a work assignment, based on seniority and qualifications, immediately retain bid rights to any other work assignment or can bump a junior employee in the Core group of the same classification. This bump would not necessitate a work assignment posting.

The Company will notify the FAT&LC of the identified work scope, manpower needs and projected duration of new work assignments. Subsequent staffing within a work assignment will be obtained through the work assignment bid process. Any remaining vacancies will be filled from the Core group of the same classification based on job classification seniority and qualifications.

As work assignments are completed, the employees will return to the Core group for their classification, unless they have successfully bid to another work assignment.

The work assignment descriptions, as mutually agreed to between the Company and the Union, are not meant to deviate from the current HazWat tasks.

B. Maintenance Work Assignments.

1. For the purpose of this Section, the plant shall be divided into three Maintenance Divisions with Functional Areas within each division as illustrated in Appendix C. The Company shall determine the manpower needs for each functional area and area assignment. Additional functional areas or area assignments may be created by mutual agreement between the Company and FAT&LC.
2. The staffing of the Maintenance Division and Functional Areas will be based on job

classification seniority and medical qualifications. All employees will register on the three (3) Division/Functional Area preference list by August 3, 1998. Assignments of personnel will be made effective September 8, 1998, after preference lists have been completed. Subsequent vacancies (except those created by a bump as defined in 17-5 (B-5)) shall be posted for three (3) work days for job preference. If not filled in this manner, then such vacancies will be filled by the job bid procedure in Section 17-6.

3. Each division will be considered separate for the purposes of overtime, premium pay distribution, vacation scheduling, and shift preference (when the functional area is bid as multi shift operation). On an as needed basis, the following classifications assigned to FC & DP Functional Area shall be assigned to perform work in any division: Rigger, Mason, Oiler, Painter, Machinist, Welder, and Carpenter (Excluding Safe Shutdown).
4. Employees recalled from lay-off may be assigned to any Maintenance division/functional area once the bidding process has been exhausted to fill any vacancies within a division. New employees may be assigned to any Maintenance Division once the bidding process has been exhausted to fill any vacancies within a division/functional area.
5. A senior employee may, by written application, bump a junior employee in his/her job classification within any division or functional area. When a senior employee exercises his/her right to bump a junior employee, the vacancy created shall be filled by the affected junior employee. An employee exercising a bump will not be eligible to bump again for six (6) months. One week's advance notice shall be given and all moves shall occur at the beginning of the workweek.

C. Utilities Work Assignments.

1. For the purpose of this section, the Wastewater Plant Operator classification shall be divided into three (3) area assignments as illustrated in Appendix C. Other area assignments can be created by mutual agreement between Company and the FAT&LC.
2. The current staff in each of the three (3) area assignments as of March 1, 1998, shall be grandfathered in each area. Bumping as defined in Section 17-5 (C-5) below, shall not be available until September 8, 1998. The staffing of these areas will be based on job classification seniority and medical qualifications.

All vacancies (except those created by a bump as defined in 17-5, (C-5)) shall be posted for three (3) work days for job preference. If not filled in this manner, then such vacancies will be filled by job bid procedure as outlined in Section 17-6.

3. Each assignment area will be considered separate for the purposes of overtime, premium pay distribution, vacation scheduling and shift preference.

4. Employees recalled from lay-off may be assigned to any area assignment once the bidding process has been exhausted to fill any vacancies within the division. New employees may be assigned to any area assignment once the bidding process has been exhausted to fill any vacancies within a functional area.
5. A senior employee may, by written application, bump a junior employee in his/her job classification within any assignment area or shift. When a senior employee exercises his/her right to bump a junior employee, the bumped employee shall either take the vacancy that occurred by the bump or exercise his/her right to bump another employee. An employee exercising such a bump will not be eligible to bump again for six (6) months. New employees, or employees who bumped to a different assignment area, shall be placed 1/10th of an hour higher than the employee with the greatest total hours in that assignment area. There shall not be a master overtime list. One week advance notice shall be given and all moves shall occur at the beginning of the workweek.

D. Transportation Work Assignments.

1. For the purpose of this Section, the plant shall be divided into three (3) Transportation Divisions with Functional Areas within each division as illustrated in Appendix C. The Company shall determine the manpower needs for each functional area and area assignment. Additional functional areas or area assignment may be created by mutual agreement between the Company and FAT&LC.
2. The staffing of the Transportation Division and Functional Area will be based on job classification seniority and medical qualification. All employees will register on the three (3) Division/Functional Area preference list by May 4, 1998. Assignments of personnel will be made effective June 1, 1998, after preference lists have been completed. Subsequent vacancies (except those created by a bump as defined in 17-5 (D-5)) shall be posted for three (3) work days for job preference. If not filled in this manner, then such vacancies will be filled by the job bid procedure in Section 17-6.
3. Each division will be considered separate for the purposes of overtime, premium pay distribution, vacation scheduling, and shift preference (when the functional area is bid as a multi shift operation).
4. Employees recalled from lay-off, may be assigned to any transportation division/functional area once the bidding process has been exhausted to fill any vacancies within a division. New employees may be assigned to any Transportation Division once the bidding process has been exhausted to fill any vacancies within a division/functional area.
5. A senior employee may, by written application, bump a junior employee in his/her

job classification within any division or functional area. When a senior employee exercises his/her right to bump a junior employee, the vacancy created shall be filled by the affected junior employee. An employee exercising a bump will not be eligible to bump again for six (6) months. One week's advance notice shall be given and all moves shall occur at the beginning of the workweek.

SECTION 17-6: Job Classification Vacancies.

The following procedure shall apply to the filling of vacancies or new job classifications covered by this Agreement which may occur within the work groups.

When a vacancy occurs in a job classification within a work group and the vacancy is not filled from within the work group by seniority preference according to the line of promotional succession, then it shall be posted for plant-wide bidding for five (5) consecutive work days.

Such posted vacancy shall be filled in accordance with the following sequence:

- A. The most senior employee on the classification recall list.
- B. The most senior qualified employee within the promotional lines based on job classification seniority.
- C. The most senior qualified employee in the group who has signed the bid register based on plant seniority.
- D. The most senior qualified employee who has signed the bid register based on plant seniority.
- E. Most qualified employee based on plant seniority from the Project Labor Pool as set forth in Article VI.

Employees who bid on the posted jobs shall be notified as to the action taken on such posting within thirty (30) days of the close of the posting period.

An employee whose bid for a different job classification has been accepted may be retained on his/her former job classification at his/her former rate until a satisfactory replacement is found, up to a maximum of thirty (30) workdays after the employee has been awarded the vacancy. The employee shall be awarded the vacancy as of the date of the letter notifying him/her that he/she has been accepted. However, if the vacancy will not be available until some future date, the letter will specify the date on which the vacancy will be available to the employee, and such date will then become the date the employee is awarded the vacancy. The employee's seniority in the new job classification and group shall not become effective until the date he/she begins working in the new job classification and group, but shall be retroactive to the date he/she was awarded the vacancy.

The rate for the new job classification will be paid as of the date the employee starts working in the new job classification or on the forty-second (42nd) calendar day after acceptance.

SECTION 17-7: Eligibility.

cumbent employees who have satisfactorily completed six (6) months in their current work group and who believe they meet the established minimum qualifications for a different job classification in a different work group, may request consideration for any job opening that occurs in that new job classification in a different work group. This time limitation does not pertain to internal promotional lines.

SECTION 17-8: Procedure.

To be considered for a different job classification or work assignment an employee must sign the bid register indicating his/her bid for a vacancy in that classification or work assignment and, if requested, provide evidence that he/she meets the established minimum qualifications for that job. Signing the bid register is a commitment by the employee to accept the assignment or job opening when awarded. The employee may withdraw his/her name if withdrawn prior to the designated deadline on the posting. The job register will be kept at the guard house. The Company will publish and make available a listing of job classifications that include the number of jobs in that category, the minimum established requirements for the job, the pay rate for the job, and any other factors it considers pertinent.

SECTION 17-9: Qualifying Period.

An employee selected to fill a job classification vacancy will be given forty-two (42) calendar days with proper instruction before final decision is made of his/her ability to perform the work. It is understood that where specific length of experience is one of the qualifications, an employee may have established the equivalent of such experience due to related job assignments while employed on the Fernald Project. If it develops at the end of the forty-two (42) calendar day period that he/she is not capable of performing the new job satisfactorily, the employee shall be entitled to return to his/her former job classification with his/her former status.

SECTION 17-10: Medical Restrictions/Light Duty.

- A. In the event an employee's permanent medical restriction(s) prohibits his/her assignment to an assigned area, the Company will obtain another medical opinion from a neutral third party physician(s) qualified in an appropriate field, at the Company's expense, to determine whether these work restrictions remain.
- B. If it is determined that the work restrictions are modified to a lesser degree to allow the employee to be productively employed in the assignment area or are removed, the employee shall be assigned to the assignment area. If the work restrictions are confirmed, the Company shall provide suitable available work for him/her in the following preference order:
 - 1. The same job classification, in his/her own functional area
 - 2. Other comparable job in his/her classification in his/her own work group.
 - 3. In successively lower job classifications in his/her own work group.
 - 4. Other comparable job classifications in another work group.
 - 5. In successively lower job classifications in other work groups.

6. In the Project Labor Pool
- C. If it is later determined that a restricted employee's status changes, he/she shall be returned to his/her former job classification or functional area with credit for accumulated seniority.
 - D. When the employee who has permanent restrictions is reassigned, a vacancy will occur. Such vacancy shall be posted.
 - E. The wage rate to be paid in the event an employee's job classification is changed shall be the appropriate rate for the job.
 - F. Under no circumstances will any provision of this section displace the incumbent employees.

SECTION 17-11: Temporary Assignments.

The Company may place employees on a temporary assignment to another classification for no more than six (6) weeks within the work group. It may not be used to avoid filling a vacancy. Employees on temporary assignments will receive the higher of their regular pay rate or the pay rate for the classification to which they are temporarily assigned.

A. HazWat Work Assignments.

Absences from work assignments, for more than five (5) consecutive work days, will be filled, if needed, from the Core group. Employees will be asked by job classification seniority to fill in for the sick leave vacancy. The employee will be placed on the work assignment overtime list to which they are assigned. When the absent employee returns from his/her leave, the replacement employee will return to the Core group.

For the purposes of covering immediate needs, the Company upon reaching agreement with FAT&LC may temporarily assign Core employees to work assignments, for a period of time not to exceed three (3) weeks. All parties agree to meet as expeditiously as possible after the Company makes a request for a temporary assignment. If the temporary assignment is determined to be longer than three (3) weeks, the vacancy(ies) will be posted at the end of the second week. The assignments will be made by job classification seniority. A temporary assignment on a current specific work assignment can only occur once every six (6) months. This temporary assignment cannot be used on any new work assignments not identified at the time of this agreement without mutual agreement between the Company and FAT&LC.

Employees placed on temporary assignments to a lower classification are eligible to work overtime assignments in the new classification only if the incumbent employees are asked first. If an employee works overtime in the new classification, then all hours worked are charged. If they are asked, but refused the overtime assignment, those hours are not charged. All hours worked will be added to the master overtime list when the employee returns to the Core group of their classification. (See Article XV).

B. Maintenance Work Assignments.

1. An employee temporarily removed from any area due to medical reasons or physical limitations may be replaced and assigned to any other area. Such an employee shall be returned to his/her original area when medical limitations or restrictions are removed.

However, should the employee become permanently unable to return to his/her regular assignment, a vacancy then exists which shall be filled in accordance with Section 17-5 (B-2), and the employee may be retained in the area to which temporarily assigned or may be assigned to any other area until a vacancy arises for which he/she is eligible to express preference.

2. If a surplus of employees exists in a Maintenance Area and the Company determines that the surplus employees can be absorbed in other areas, they shall be assigned to these other areas in accordance with their seniority preference. It is understood that the reassignment of such surplus employees shall not create a vacancy. If a surplus of employees necessitates a force reduction, the reduction shall be carried out in accordance with the appropriate provisions of Article XVI, Section 16-6. Area vacancies created by such reduction may be filled as provided in Section 17-5 (B-2).

C. UET Work Assignment.

1. An employee temporarily removed from any area due to medical reasons or physical limitations may be replaced and assigned to any other area. Such an employee shall be returned to his/her original area when medical limitations or restrictions are removed.

However, should the employee become permanently unable to return to his/her regular assignment, a vacancy then exists which shall be filled in accordance with Section 17-5(C-2), and the employee may be retained in the area to which temporarily assigned or may be assigned to any other area until a vacancy arises for which he/she is eligible to express preference.

2. If a surplus of employees exists in a UET Area and the Company determines that the surplus employees can be absorbed in other areas, they shall be assigned to these other areas in accordance with their seniority preference. It is understood that the reassignment of such surplus employees shall not create a vacancy. If a surplus of employees necessitates a force reduction, the reduction shall be carried out in accordance with the appropriate provisions of Article XVI, Section 16-6. Area vacancies created by such reduction may be filled as provided in Section 17-5 (C-2).

D. Transportation/HEO Assignments

1. An employee temporarily removed from any area due to medical reasons or physical limitations may be replaced and assigned to any other area. Such an employee shall be returned to his/her original area when medical limitations or restrictions are removed.

However, should the employee become permanently unable to return to his/her regular assignment, a vacancy then exists which shall be filled in accordance with Section 17-5 (D-2), and the employee may be retained in the area to which temporarily assigned or may be assigned to any other area until a vacancy arises for which he/she is eligible to express preference.

2. If a surplus of employees exists in a Transportation/HEO Area and the Company determines that the surplus employees can be absorbed in other areas, they shall be assigned to these other areas in accordance with their seniority preference. It is understood that the reassignment of such surplus employees shall not create a vacancy. If a surplus of employees necessitates a force reduction, the reduction shall be carried out in accordance with the appropriate provisions of Article XVI, Section 16-6. Area vacancies created by such reduction may be filled as provided in Section 17-5 (D-2).

ARTICLE XVIII APPRENTICESHIP PROGRAM

The Company and Union have jointly established an apprenticeship program. The Apprenticeship Standards for the FEMP as executed by representatives of the Joint Apprenticeship Committee, FAT&LC, and FDF dated August 8, 1997, are, by this reference, made a part of this agreement.

1. The term of apprenticeship shall be four (4) years with a probationary period of six months during the first year.
2. When apprenticeship vacancies are identified, the vacancies will be filled from the Oiler and General Laborer classifications based upon combined classification seniority in these two classifications.
3. Appendix A defines the pay structure for the apprentices. Upon successful completion of the Apprenticeship Program, the journeyman's top rate is applicable. The first year 80% rate is effective 30 working days after acceptance into the Apprenticeship Program.
4. Once accepted into the Apprenticeship Program, employees are expected to successfully complete each year's requirements. If an employee fails to do so on a timely basis, the employee will be subject to termination.

The Joint Apprenticeship Committee shall be the sole judge as to the ratio of apprentices to journeymen in any craft during any period; however, such committee will not establish a ratio in excess of one (1) apprentice to six (6) journeymen. When the journeymen in a particular craft number less than six (6), the appointment of one (1) apprentice may be permitted at the discretion of the Joint Apprenticeship Committee. Former apprentices who have been reinstated following the completion of military training are entitled to enter the Apprenticeship Program at the same level as the time of their termination to enter military service and such reinstatement shall not be used in calculating the six-to-one ratio unless such former apprentices entered military service for a period of six (6) months or less.

6. Upon satisfactory completion of the standard apprenticeship training program, apprentices will be promoted to the appropriate job classification with full seniority credit for this period of training, up to a maximum of four years.
7. Normally, if restructuring of the work force is necessary, job security preference shall be given to journeymen. Apprentices shall not be retained in a craft line if a journeyman in that craft line is laid off. However, if a lay off is necessary, apprentices who have entered the fourth year of apprenticeship shall not be laid off or reclassified. An apprentice who has entered his or her fourth year of apprenticeship shall be retained and a journeyman shall be laid off.

Apprentices laid off during a term of apprenticeship shall be entitled to the recall rights specified in Article XVI, Section 16-7 and must be given the opportunity to exercise those rights before new apprentices may be appointed in that craft.

The following criteria shall apply if it is necessary to eliminate an apprenticeship position because of work force restructuring. If it is necessary to terminate some but not all of the apprenticeship positions in a craft line, lay-offs shall be made in order of seniority within the apprenticeship field and not from among all apprentices in total.

The adoption of the foregoing shall not prejudice the seniority status of journeymen on the rolls as of July 16, 1996.

ARTICLE XIX
ENTIRE UNDERSTANDING

SECTION 19-1: Entire Understanding.

The parties agree that the total results of their bargaining and entire understanding between the parties is embodied in this Agreement. This Agreement shall not be amended or supplemented except by mutual consent of the parties hereto reduced to writing and duly signed by each.

ARTICLE XX
DURATION

SECTION 20-1: Duration.

This Agreement shall become effective on the first day of March, 1998, and remain in full force and effect as otherwise provided herein until midnight of the twenty-eighth day of February, 2003, and shall automatically renew itself from year to year thereafter unless written notice to terminate or amend the Agreement is given by either party not less than sixty (60) days prior to the expiration date or annual renewal thereof.

If notice of termination is given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration.

If notice to amend is given, such notice shall set forth the proposed amendments and the parties shall promptly meet to negotiate with respect to the proposed amendments. In the event that negotiations for an amended Agreement shall continue beyond the expiration of the term of this Agreement, this Agreement shall continue in full force and effect, provided, however, that either party may then terminate this Agreement upon sixty (60) days' written notice to the other party.

Fernald Atomic Trades and
Labor Council, AFL-CIO (FAT&LC)

Fluor Daniel Fernald (FDF)

/s/ R. M. Schwab

/s/ T. A. Biscup

/s/ A. R. Callaway

/s/ P. L. Doherty

/s/ S. E. Collins

/s/ P. Mohr

/s/ S. G. Rose

/s/ B.S. Perkins

/s/ W. A. Gutzwiller

/s/ T. Renk

/s/ A. L. Davis

/s/ J. Legge

/s/ J. J. Siciliano

Appendix A

Wages

Effective March 1, 1998, all employees covered by this agreement who are currently on the active payroll will be paid in accordance with the following schedule. This reflects the first year increase of four (4%) percent

1998

Pay Grade	Starting	Standard Rate (42 Calendar Days)
3	12.62	13.97
4	13.48	14.82
5	13.72	15.05
6	13.86	15.19
7	14.38	15.72
10	15.16	16.50
12	16.79	17.84
13	16.96	17.99

Effective March 1, 1999, all employees covered by this agreement who are currently on the active payroll will be paid in accordance with the following schedule. This reflects the second year increase of four (4%) percent

1999

Pay Grade	Starting	Standard Rate (42 Calendar Days)
3	13.12	14.53
4	14.02	15.41
5	14.27	15.65
6	14.41	15.80
7	14.96	16.35
10	15.77	17.16
12	17.46	18.55
13	17.64	18.71

Effective March 1, 2000, all employees covered by this agreement who are currently on the active payroll will be paid in accordance with the following schedule. This reflects the third year increase of three and one-half (3.5 %) percent.

2000		
Pay Grade	Starting	Standard Rate (42 Calendar Days)
3	13.58	15.04
4	14.51	15.95
5	14.77	16.20
6	14.91	16.35
7	15.48	16.92
10	16.32	17.76
12	18.07	19.20
13	18.26	19.36

	First Year	Second Year	Third Year	Fourth Year
Craft Apprentice	80%	85%	90%	95%
(% of current craft rate or current rate whichever is greater)				

Journeyman's standard rate upon successful completion. First year rate effective 30 working days after acceptance into apprenticeship program.

The parties agree that beginning January 30, 2001, and for a period up to thirty (30) days thereafter, this contract may be reopened for the limited purposes of negotiating wage rates, and other mutually agreed upon items, to be effective in 2001 and 2002 if either party so notifies the other in writing of its desire to enter into such limited negotiations no later than thirty (30) days prior to March 1, 2001. If it is agreed to negotiate other items besides wages, both parties may mutually agree to extend the time to negotiate.

If at the end of the thirty (30) day period (which expires March 1, 2001), the parties have failed to agree upon new terms and conditions for wage rates, or other mutually agreed upon reopened items, then effective March 1, 2001, a general wage increase of two (2%) percent will be added to each employee's base wage rate in effect on March 1, 2001, and effective March 1, 2002, a general wage increase of two (2%) percent will be added to each employees base wage rate in effect on March 1, 2002, and the termination or modification of this contract shall be as provided in Article XX hereof.

Should the parties reach a new agreement in 2001, the terms of that agreement will govern the further application of this contract.

A \$500.00 net ratification payment will be paid to all current, actively employed FAT&LC represented employees on the second pay date following ratification.

Job Classification and Grade

<u>Classification</u>	<u>Grade</u>
Assistant Boiler Operator Helper	4
Assistant Pump Operator	4
Boiler Operator Helper	7
Carpenter	13
Respirator Wash	4
Electrician	13
HazWat	10
Heavy Equipment Operator	13
Industrial Mechanic	13
Industrial Vacuum Loader Operator	6
Instrument Mechanic	13
General Laborer	3
Laundry Worker	3
Machinist	13
Mason	13
Millwright	13
Motor Vehicle Operator	10
Oiler	6
Painter	13
Pipefitter	13
Porter	3
Power Plant Oiler	6
Private Motor Carrier Operator	12
Pump Operator	7
QA Checker	10
Locomotive/Switchman	13
Rigger	13
Stationary Engineer	12
Transportation Laborer	3
Professional Warehouse Attendant	6
Waste Water Plant Operator	12
Water Plant Operator	12
Welder	13

Appendix B

Benefits

The Company shall offer the following benefits to the FAT&LC membership:

A. Medical Plan.

1. The current Plan A will remain in effect except as follows. Effective January 1, 1999, the prescription drug card will be a \$5.00 co-payment; and effective April 1, 1998, the lifetime maximum for major medical will continue at \$1,000,000.00 upon retirement with no reduction upon Medicare.
2. Plan B - Effective January 1, 1999, Plan B shall be replaced with a modified indemnity plan with a Preferred Provider Organization (PPO) option. The employee contribution rates shall be: first year - 5%; second year - 6%; third year - 8%; and 10% thereafter for the term of the agreement. The Medicare supplement under the "retiree Plan A salaried plan" will apply, upon retirement, to those who elect the PPO option.
3. The Company will continue to offer Health Maintenance Organization (HMO) options with the flexibility to change carriers, while striving to maintain as close to plan design as possible.

B. Dental Plan.

The Company will continue to offer an indemnity dental plan. Current plan design will remain in effect, except, effective January 1, 1999, the orthodontic lifetime maximum will be raised to \$1,500.00. In addition, as of January 1, 1999, the Company will offer a Dental Maintenance Organization (DMO) option.

C. Vision Plan

Effective April 1, 1998, the Company shall offer a vision discount program.

D. Life Insurance.

The Company will continue to offer a group life insurance plan. Effective July 1, 1998, the Company shall offer contributory supplemental life insurance plan.

E. Short Term Disability.

The Company shall continue to provide a short-term medical leave of absence salary continuation as currently provided. A third party shall be used for claims management and administration.

F. Savings Plan 401(k).

This plan shall remain in effect as currently provided with the following changes, which will be effective as of July 1, 1998:

1. Employee total contribution level will increase to 15%. After-tax deductions will be limited to 6%.
2. Eligible compensation will include all regular, overtime, premium time earnings, vacation,

paid personal time, short term medical payments, Pro-Share, and severance payments. Non-eligible earnings will include bonuses, incentive awards, separation payouts, RIF payouts, and any similar payouts.

3. A participant must be 100% vested to take a Company Match Withdrawal.
4. Upon recommendation by the Provider, there will be flexibility to add investment options to the Plan. In addition, under extreme situations when deemed necessary, and with prior notice and discussion with the Union, an investment option may change.
5. Immediate distribution will be allowed to alternate payees awarded through Qualified Domestic Relations Orders (QDRO).
6. Upon a participant reaching the IRS pre-tax maximum where pre-tax deductions are stopped, participant election is required to initiate after-tax deductions.
7. Annuity distribution election will be eliminated. Plan will still offer lump sum and installment distribution elections.
8. Vesting schedule will be changed to:

2 yrs service -	50%
3 yrs service -	75%
4 yrs service -	100%
9. Loan program will be added. General provisions will include, but not be limited to: one loan at a time, general purpose loan for 5 years, residential loan for 15 years; \$1,000 minimum to the lesser of \$50,000 or 50% of employee pre-tax contributions plus earnings and employee post-tax contributions plus earnings (to be borrowed in that order), fee for loans processing, payoff upon termination or loan declared income, Interest rate is Prime Rate as published in the *Wall Street Journal*.
10. New employees join the plan and may make contributions after 90-day probationary period with no match, until after one (1) year of service.
11. Change name of plan to the Fernald 401 (k) Savings Plan.

G. Pension Plan.

Effective July 1, 1998, the Company will amend the current pension plan to provide for:

- (A) a lump sum option;
- (B) improving the existing plan formula from a "1.0%/1.6%" accrual rate to a "1.2%/1.6%" accrual rate;
- (C) a cash balance minimum option.

In addition, the Company will fund the pre-joint and survivor option, the multiplier cap on years of participation will be removed, the early retirement reduction factor will be changed from 0.5%

to 0.25% per month, final average earnings will be based on the three (3) highest annual earnings in the prior 15 years, and offer both joint/50% and joint/100% as optional forms of retirement benefit payments, if elected by the employee.

1. Family Leave.

The Company shall provide for unpaid time off from work for all current active FAT&LC employees who have completed their 90-day probationary period for the purpose of attending to a sick relative, birth or adoption of a child, or due to a serious health condition as mandated by law. The maximum amount of leave shall be 12 weeks for every 12 month period. Employees shall not be required to use paid vacation time for leaves covered by the FMLA.

I. Severance Benefits.

All current active FAT&LC represented employees will receive severance benefits under the following conditions:

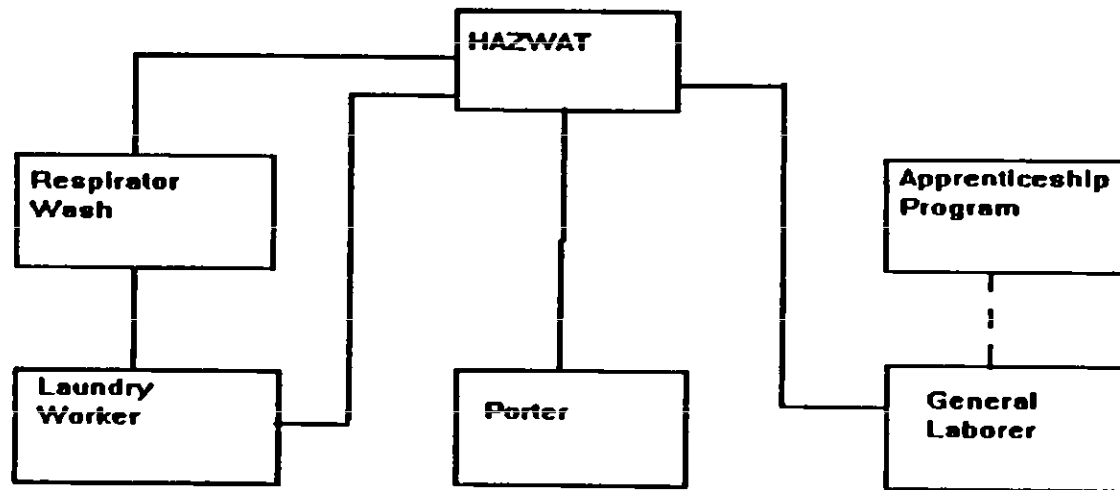
- (a) involuntary/voluntary layoff
- (b) retirement (participants in the Fluor Daniel Fernald pension plan)
- (c) an employee who is terminated for medical reasons

This benefit is paid at 40 hours straight time rate for each full year of service.

J. The Company shall make available investment counseling information as provided by the plan provider. In addition, the Company shall provide retirement counseling upon the employee's request during the one year period prior to their retirement.

APPENDIX C WORK GROUPS

HAZARDOUS WASTE TECHNICIAN GROUP (HAZWAT)



Note: Promotional opportunities to HAZWAT classification will be selected by the oldest job classification seniority date held among any of the classifications within this group, except apprentice.

- **Separate overtime list for each classification**
- **Stocking satellite clothing areas (SCAs) reassigned to Laundry Worker**
- **Cleaning break rooms on process side reassigned to Porters**
- **General Laborer has promotional rights up to Oiler classification**

HAZWAT WORK ASSIGNMENTS

Area Assignments:

D&D

Safe Shutdown

Silo Project

Nuclear Materials Disposition

Low Level Waste Packaging and Shipping

Mixed Waste Processing and Storage

Storage and Inspections

RCRA Sampling Lines

Thorium Stabilization

***IT (ARASA)**

Organic Extraction Project

Each of these assignments will include activities such as material movement, sampling, over packing, drum crushing, and packaging.

Core Activities:

Capital Equipment Inventory

Sensitive Equipment Inventory

SARA III Inventory

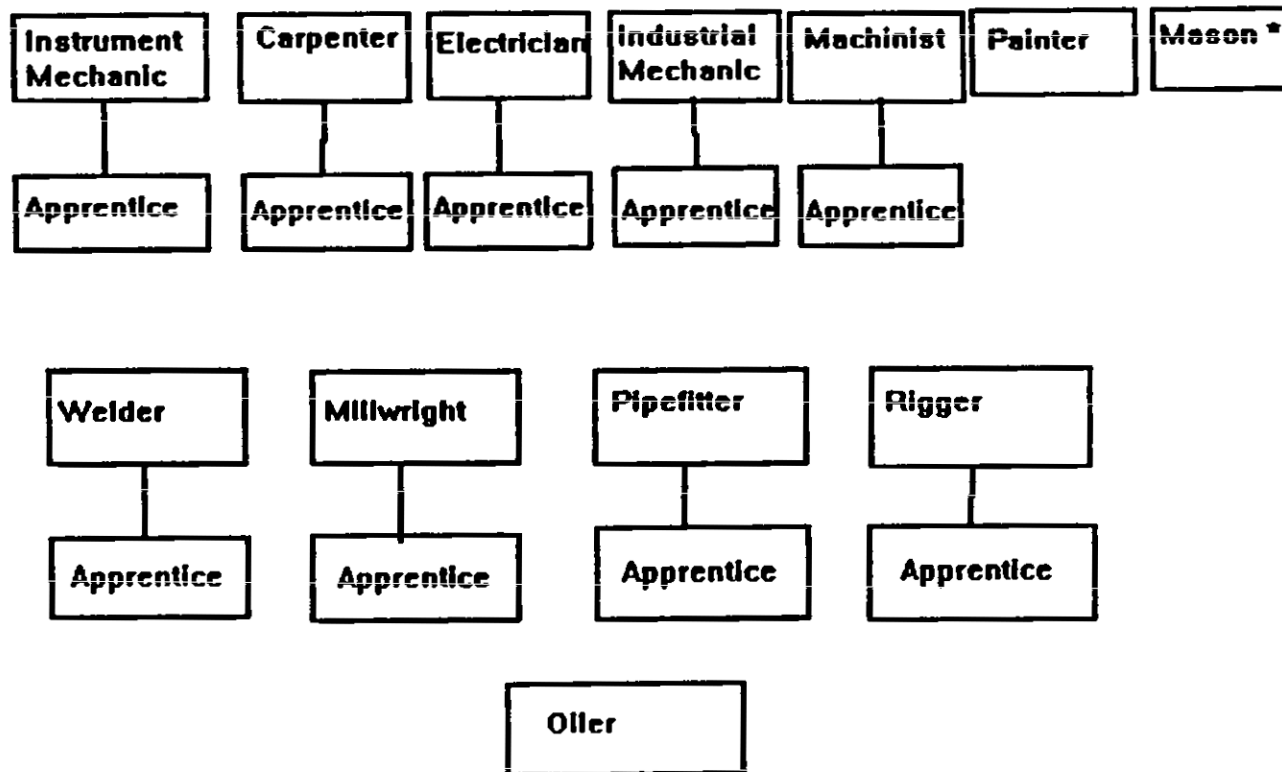
Housekeeping/Safety Inspections

Volatile Organic Compound Treatment Systems

Maintain Satellite Accumulation Area in the Lab and Contaminated Trash

***IT (ARASA) =** Once the manpower needs are identified by the subcontractor, the Company and FAT&LC through the Joint Labor Management Committee, will meet to discuss the details and structure for this assignment.

**HAZARDOUS MATERIAL MAINTENANCE, ABATEMENT AND DECOMMISSIONING REGULATORY
TECHNICIAN GROUP
(HAZMAD)**



*Classification vacancies in the Mason classification shall be filled initially from the General Laborer Classification

- Separate overtime lists for each classification and functional area
- Oiler has promotional opportunities up to apprentice
- Area assignments within the functional areas shall be filled by the most senior employee in the classification who bids

MAINTENANCE DIVISION
Functional Area: FC&DP

Area Assignments:

Safe Shutdown	Electrician Pipefitter Millwright Carpenter
Clean Area Maintenance (Covers: Admin. building; trailers; lab; service building; Health & Safety building; IR building security building; access road)	Electrician Pipefitter Millwright Carpenter Instrument Mechanic Mason
Controlled Area Maintenance	Electrician Pipefitter Millwright Carpenter Instrument Mechanic Machinist
Boiler Plant	Pipefitter Millwright
DOP Crew	Millwright Pipefitter
Hoist/Crane Crew	Millwright Electrician
Rigger Shop	Rigger
Welder Shop	Welder
Oiler Shop	Oiler
Paint Shop	Painter
Garage	*Industrial Mechanic

Industrial Mechanics will not be assigned to any particular area assignment, but service the site from the garage.

MAINTENANCE DIVISION
Functional Area: Soils/Water

Area Assignments:

AWWT/Wells

Electricians
Pipefitters
Millwright
Instrument Mechanic

IT (ARASA) =

Once the manpower needs are identified by the subcontractor, the Company and FAT&LC through the Joint Labor Management Committee, will meet to discuss the details and structure for this assignment.

MAINTENANCE DIVISION
Functional Area: WPM/Silos

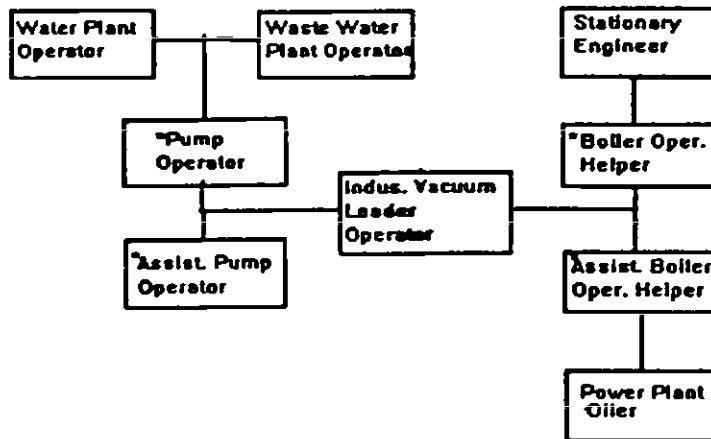
Area Assignments:

Waste Management:

Electrician
Instrument Mechanic
Millwright
Pipefitter

Silos = Silos will obtain their Maintenance support from the rest of Waste Management until they have a defined scope of work and identify Maintenance staff. At that point the WPM/Silos crews will be selected by job classification seniority.

**UTILITIES ENVIRONMENTAL TECHNICIANS GROUP
(UET)**



- Separate overtime list for each classification and functional area.
- Promotional succession as per 1986 letter.

*License training within 6 months.

Removal from job if not licensed in 24 months.

UET WORK GROUP

Effective this date, employees holding the classification of Boiler Operator Helper and Pump Operator prior to October 1, 1988 shall not be required to meet the licensing requirements in effect on October 1, 1988.

All incumbent employees in the Utilities Environmental Technician Group as of June 25, 1996, will be considered to have previously held the IVLO classification. All future employees in the UET work group will be affected by a reduction in force per Article XVI of the current Collective Bargaining Agreement

Employees who accept the promotion or bid into the Pump Operator or Boiler Operator Helper classification shall be required to start their license training within 6 months.

The employees who fill the job of Pump Operator or Boiler Operator Helper classification will still be required to meet licensing requirements as stipulated in Appendix C, of the CBA. Any employee not meeting these requirements will return to the previous group they held prior to their promotion or bid and will not be allowed to bump down to the IVLO classification. Voluntary demotions are not to be exercised in order to avoid fulfilling licensing requirements for Pump Operator or Boiler Operator Helper classifications.

Any employees bidding into the Pump Operator or Boiler Operator Helper classifications shall have 24 months to acquire the needed license. If they do not acquire the license they will be removed and returned to their former job classification. The employee so removed, will not be eligible to bid back to the UET group until they have acquired the needed license.

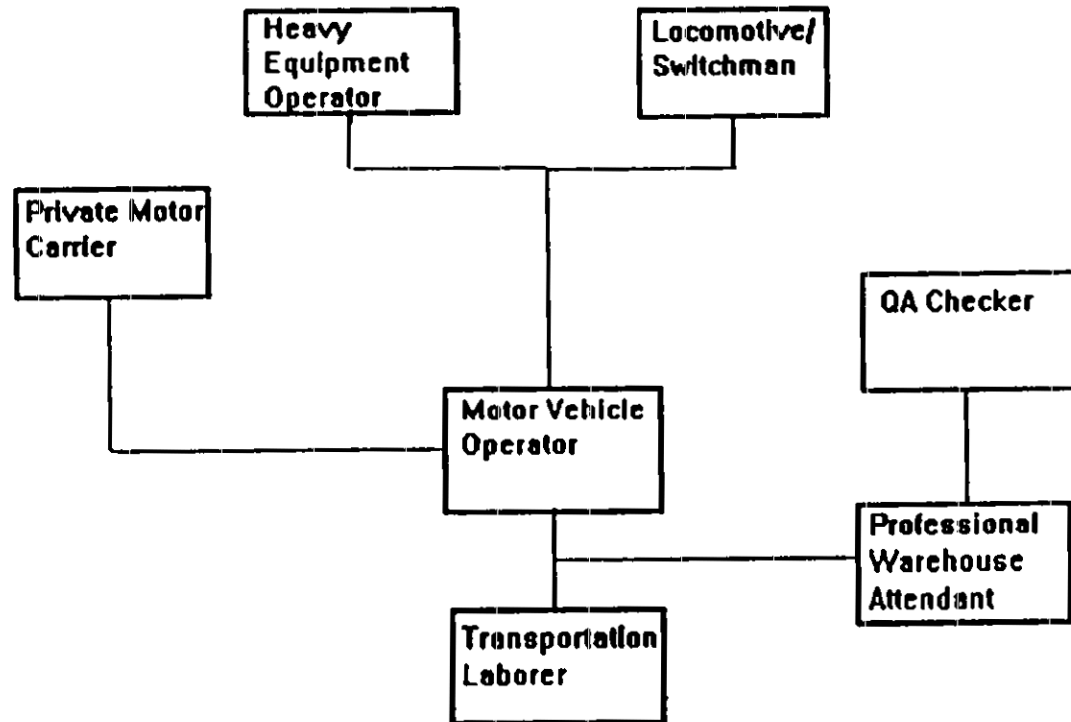
UTILITIES DIVISION
Functional Area: Waste Water

Area Assignments:

AWWT
SPIT
Activated Sludge

Waste Water Plant Operator
Waste Water Plant Operator
Waste Water Plant Operator

**HAZARDOUS MATERIAL
TRANSPORTATION GROUP
(HAZMAT)**



***Separate overtime lists for each classification and functional area.**

TRANSPORTATION DIVISION
Functional Area: FC&DP

Transportation Office

HEO
MVO
PMC

TRANSPORTATION DIVISION
Functional Area: Soils/Water

*IT (ARASA)/Rail Yard

Locomotive/Switchman
HEO

Waste Water

MVO

*Once the manpower needs are identified by the subcontractor, the Company and FAT&LC through the Joint Labor Management Committee will meet to discuss the details and structure for this assignment.

TRANSPORTATION DIVISION
Functional Area: WPM/Silos

Low Level Waste/Compactor	MVO
Thorium/Mixed Waste	MVO
Sampling/Nuclear Material	MVO
Storage	MVO
OSDF Hauling	MVO

HEO assigned to WPM will support all activities listed above.

Silos = Silos will obtain their transportation support from the areas of Waste Management listed above.

NO. 1

MEMORANDUM OF AGREEMENT

March 1, 1994

March 1, 1998

In exchange for a non-contributory pension plan and all off-site work (including but not limited to shuttle/tour bus service, off-site warehouse(s), off-site pick up and deliveries and maintenance and custodial services not currently written into the lease), the FAT&LC for the life of this agreement only agrees not to grieve the subcontracting of non-scope of work activities of the K-65 pits one through six, the burn pit, the two lime slurries, the solid landfill and the fly ash pile (Southfield).

/s/ Robert M. Schwab
President, FAT&LC

/s/ Peggy L. Doherty
Supervisor, Industrial Relations

MEMORANDUM OF AGREEMENT

March 1, 1994

March 1, 1998

This Memorandum of Agreement serves as a more complete understanding of the scope of work to be assigned to the FAT&LC represented work force as set forth in Article 2, Section 3 of the Collective Bargaining Agreement between the Company and the FAT&LC ratified March 1, 1998. The assigned work includes:

Operable Unit 1 - Waste Pit Area

- Remedial Waste Treatment and Disposal (Dry)
 - Operate and maintain treatment plants.
 - Transfer waste materials from treatment plant, onsite temporary storage, or as-found original location, to onsite final disposal.
 - Pack or load waste to rail cars or trucks for offsite shipment and disposal.
 - Transfer waste materials from one plant to another.
 - Transfer waste materials from treatment plants to onsite temporary storage.
- Remedial waste treatment and Disposal (Wet)
 - Operate and maintain treatment plants.
 - Pack or load waste to rail cars or trucks for offsite shipment and disposal.
 - Transfer waste materials from one plant to another.
 - Transfer waste materials from treatment plants to onsite temporary storage.
 - Transfer waste materials from treatment plant, onsite temporary storage, or as found original location, to onsite final disposal.

Operable Unit 2 - Other Waste Units

- Remedial Waste Treatment and Disposal (Other)
 - Operate and maintain treatment plants.
 - Pack or load waste to rail cars or trucks for offsite shipment and disposal.
 - Transfer waste materials from one plant to another.
 - Transfer waste materials from treatment plants to onsite temporary storage.
 - Transfer waste materials from treatment plant, onsite temporary storage, or as found original location, to onsite final disposal.
- Incidental support services in conjunction with the above

Operable Unit 3 - Production Area

- Safe Shutdown
 - Isolate all utilities.
 - Removal of residual production material or LSA waste.
 - Remove bulk (stored equipment, spare parts, etc.)
 - Clean & wipe surface area of equipment & machinery.
 - Remove salvageable equipment
- Characterization/media Sampling (excluding work currently being done by Fluor Daniel Fernald salaried technicians)
- Gross Decon
 - Removal of biological waste.
 - Vacuum, wipe, scrape surface.
 - Removal of chemical spills.
 - General sweepdown/wipedown of area.
- Gross Washdown
 - Install water containment system (seal floor joints, floor & sump pump).
 - Install scaffold system in addition to abatement scaffolding.
 - Gross washdown executed.
 - Collection of wash water & sampling
- Routine maintenance asbestos abatement program.
- Packaging & shipping waste in accordance with DOT and NTS regulations.

Operable Unit 4 - Silos 1 thru 4

- Bridge Structure Over Silos 1, 2, & 3.
 - Operate permanent facility.
 - Maintenance and service of facility.
 - Disposition of low specific activity waste.
 - Remove earthen berm.
- Vitrification Pilot Plant
 - Operate permanent facility.
 - Maintenance and service of facility.
 - Disposition of low specific activity waste.
- Dismantlement/Demolition of Silos
 - Disposition of low specific activity waste.

Operable Unit 5 - Environmental Media

- Soil Washing Facility

- Operate permanent facility.
- Maintenance and service of facility.
- Disposition of low specific activity waste.
- Advance Waste Water Treatment
 - Operate Permanent facility.
 - Maintenance and service of facility.
 - Disposition of low specific activity waste.
- South Plume Interim Treatment Facility
 - Operate Permanent facility.
 - Maintenance and service of facility.
 - Disposition of low specific activity waste.
- Repair Rubber liner in Stormwater Retention Basin
 - Remove sludge & waste.
 - Scooping sludge & feed to Plant 8.
 - Disposition of low specific activity waste.
 - Repair or replace lining.
- All Maintenance Activities, Production Activities, and Service Activities
- Free release decontamination at central processing center.
- Size reduction of material and equipment customarily done by FAT&LC.

As future environmental remediation and restoration work is identified and is not contractually committed to under this collective bargaining agreement, the Company and the FAT&LC will discuss the assignment of this work through the Joint Labor Management committee then only if necessary through a neutral facilitation process.

/s/ Robert M. Schwab
President, FAT&LC

/s/ Peggy L. Doherty
Supervisor, Industrial Relations

MEMORANDUM OF AGREEMENT

Future Workscape

March 1, 1994

March 1, 1998

As future environmental remediation and restoration work is identified and is not contractually committed to under this collective bargaining agreement, the Company shall notify FAT&LC in writing 60 days prior to the commencement of the work. In making its final decision on allocating the work, the company's consideration shall include, but is not limited to, the following criteria:

1. Whether the type of work in question fits within the scope of FAT&LC represented employees under the contract;
2. Whether the work in question has customarily and historically been performed by FAT&LC represented employees, or whether the work has customarily and historically has been performed by other workers;
3. Whether performing the work with other workers is demonstrably more or less cost effective and less efficient than using the FAT&LC workforce;
4. Whether health and safety would be enhanced or endangered by using the FAT&LC represented employees when compared with other represented workers; and
5. Whether allocation of the work to FAT&LC would comply with DOE regulations and requirements.

/s/ Robert M. Schwab
President, FAT&LC

/s/ Peggy L. Doherty
Supervisor, Industrial Relations

NO. 4

MEMORANDUM OF AGREEMENT

March 1, 1998

The Company and Union shall complete the mediation process which began under the contract effective March 1, 1994. When the parties agree that this process is completed for a specific local, this MOA no longer apply to that particular local. Article VIII, Section 8-11 will apply to any backlog that develops under the contract effective March 1, 1998.

/s/ Robert M. Schwab
President, FAT&LC

/s/ Peggy L. Doherty
Supervisor, Industrial Relations

MEMORANDUM OF AGREEMENT

March 1, 1994

March 1, 1998

SUBCONTRACTING

The Company and FAT&LC understand that this Memorandum of Agreement is limited solely to the FAT&LC scope of work. The Company is fully cognizant of the potential impact of subcontracting non-construction type work customarily performed by bargaining unit employees within the FAT&LC scope of work and agrees that such decisions should be made only after consideration of various factors involved. It is because of this potential impact that the parties have designed the procedures described in this memorandum to attempt to preserve jobs of the FAT&LC workforce when subcontracting work within its scope.

First, many factors are considered prior to subcontracting a particular job or project. Some of the factors include, but are not limited to, the following:

- availability of special skills
- availability of equipment and supplies
- expediency mandating immediate action when FAT&LC represented employees are being fully utilized in other priorities
- Department of Energy regulations and requirements, including I35, (page 102) of the Company's contract with the DOE Legal, safety and cost effectiveness.

In each case, prior to subcontracting, a thorough review is to be given by the Subcontract Review Committee to each job or project. A final recommendation is to be made consistent with the Company's business needs and job security of the FAT&LC workforce. It is agreed that one FAT&LC represented employee will be on the Subcontract Review Committee as a member and that such employee will be designated by the FAT&LC President. The SRC shall prepare a report ascertaining whether the proposal to subcontract-out meets the criteria outlined above. In those cases where the SRC has determined that efficiency factors set forth above counsel against subcontracting work customarily performed by FAT&LC, the Company shall seek prior approval of the DOE contracting officer for the Company to self-perform the work.

The Company agrees to notify and discuss with the Union on a regular basis any work recommended to be subcontracted within the FAT&LC work as identified in Article II of the collective bargaining agreement. Normally such notification will be in written form and will include such information as (a) description of work; (b) classifications involved; (c) approximate date work is needed; and (d) reasons.

The Union will be provided the opportunity to discuss the job or project prior to the work being subcontracted and normally prior to a request for proposal being issued.

Second, when such work is subcontracted, it is recognized that the Company will, unless unforeseen circumstances prevent it, continue to employ FAT&LC represented employees under the collective bargaining agreement for work set forth in Article II of the collective bargaining agreement working in conjunction with the subcontractor and its employees to accomplish the required work. Potential subcontractors will be advised in the request for proposal that the Company will supply FAT&LC represented employees for article II "scope of work" performed under the subcontract.

Where FAT&LC represented employees have been assigned to work under a subcontract, the Company shall identify its responsible supervisor.

The Company is committed to making every effort to effectively manage the process described above.

This Memorandum of Agreement is reached in order to improve communications between the parties and is in the interest of good overall employee relations and job security of the workforce.

/s/ Robert M. Schwab
President, FAT&LC

/s/ Peggy L. Doherty
Supervisor, Industrial Relations

MEMORANDUM OF AGREEMENT

March 1, 1998

The Company and the Union agree to amend the current Substance Abuse Program to incorporate substantially the following:

A person with a first positive test for alcohol or for drugs will be suspended without pay for a period of fourteen (14) calendar days. At all times, the employee will cooperate in every way with the Company and with the EAP provider in pursuing the recommended program of rehabilitation.

Upon completion of the two week suspension---

If the employee normally occupies a non Testing Designated Position (non-TDP), the employee may return to his or her normal non-TDP duties;

If the employee normally occupies a TDP, he or she may not return to normal TDP duties until successfully completing the program of rehabilitation and receiving certification from the MRO that he or she can return to work safely. The Company may return the employee to work in a non-TDP open for which the employee is qualified.

Regardless of whether or not the employee is able to return to work following fourteen (14) calendar day suspension, the employee will continue to cooperate with the recommended rehabilitation program until that program has been completed successfully. Failure to cooperate in the recommended rehabilitation program may be cause for termination of employment.

In the event that an extended period (i.e., more than forty-five (45) days from the first day of suspension) is recommended by the EAP representative and is necessary in order to complete the program of rehabilitation, the MRO may permit the employee to engage in a reasonable extension of the period of rehabilitation.

Upon successfully completing the recommended program of rehabilitation and successfully passing a test for alcohol or for drugs and upon the MRO having certified that the employee may return to his or her normal duties safely, the Company may return the employee to his or her normal duties.

Failure to complete the program of rehabilitation within a period of time that is reasonable as recommended under the circumstances which results in the MRO being unable to certify that the employee is able to return to his or her former position safely will result in termination of the employees' employment.

Upon resumption of his or her normal duties, the employee will be subject to unannounced testing for the presence of drugs and/or alcohol for a period not less than one (1) nor more than five (5) years.

An employee who tests positive for the presence of alcohol or drugs a second time will be terminated immediately.

/s/ Robert M. Schwab
President, FAT&LC

/s/ Peggy L. Doherty
Supervisor, Industrial Relations

MEMORANDUM OF AGREEMENT

Laundry Services

March 1, 1998

The Company recognizes the need to identify an alternative provision of the laundry services due to the subsequent shutdown and demolition of the site Services Building. The alternative provision shall include the following:

1. The Company will identify a vendor to supply the services of laundering contaminated/non-contaminated clothing and respirators with the least associated cost. Such vendor services to be procured by FY-1999. The Company will continue to provide lockers to employees when needed.
2. The Laundry Workers and Respirator Wash employees shall be assigned to the satellite clothing areas (SCAs) for the purposes of stocking, issuing and retrieving work clothing and protective equipment. These employees will also receive and prepare clothing for the vendor.
3. The incumbent employees in the Respirator Wash classification at the time of this agreement shall maintain their current pay grade.
4. The leasing of the Laundry Services shall not be a determining factor for laying off or reducing HazWats, Respirator Wash, or Laundry Workers.
5. The numbers of employees in these classifications shall not be reduced for the duration of this contract. Numbers lost through natural attrition may be refilled if deemed necessary by the Company.

/s/ Robert M. Schwab
President, FAT&LC

/s/ Peggy L. Doherty, Supervisor
Industrial Relations